



# A G E N D A

## REDMOND CITY COUNCIL MEETING DECEMBER 06, 2016 7:30 PM

COUNCIL CHAMBER, CITY HALL  
15670 NE 85TH STREET

**MAYOR**  
John Marchione  
**COUNCILMEMBERS**  
Hank Margeson, President  
Kim Allen, Vice-President  
Angela Birney  
David Carson  
Hank Myers  
Byron Shutz  
John Stilin

Redmond City Council Agendas, Meeting Notices, and Minutes are available on the City's Web Site:  
<http://www.redmond.gov/CouncilMeetings>

FOR ASSISTANCE AT COUNCIL MEETINGS FOR THE HEARING OR VISUALLY IMPAIRED:  
Please contact the City Clerk's office at (425) 556-2190 one week in advance of the meeting.

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### I. SPECIAL ORDERS OF THE DAY

- A. Community Emergency Response Team Graduation: Class No. 31 and Redmond High School Teen Classes

### II. ITEMS FROM THE AUDIENCE

### III. CONSENT AGENDA

- A. Consent Agenda
  - 1. Approval of the Minutes
  - 2. Approval of Payroll/Direct Deposit and Claims Checks
  - 3. AM No. 16-233(C3): Approval of Contract with Forterra, in the Amount of \$150,000, for the Green Redmond Partnership for 2017-2018 Parks
  - 4. AM No. 16-234(C4): Approval of Agreement for WAVE Aquatics in the Amount of \$100,000 Parks
  - 5. AM No. 16-235(C5): Approval of Final Contract in the Amount of \$184,623 with Nordland Construction NW, Inc., and Acceptance of Construction: West Lake Sammamish Parkway – Manhole No. 2, Project No. 20021127 Public Works
  - 6. AM No. 16-236/RS No. 1459(C6): Adoption of Resolution Updating Land Use Fees Planning
  - 7. AM No. 16-237(C7): Approval of Human Services Commission Appointment: Antoinette Smith Executive
  - 8. AM No. 16-238(C8): Approval of City of Redmond 2017 State Executive

## Legislative Agenda

- |     |   |                 |
|-----|---|-----------------|
| 9.  | AM No. 16-239/RS No. 1460(C9): Adoption of Resolution Waiving Competitive Bidding Requirements and Authorizing the Mayor to Sign an Agreement with Fabrication Specialties Ltd. for Fabrication and Installation of Downtown Park Pavilion Structure in an Amount Not-to-Exceed \$1,700,000 | Public Works    |
| 10. | AM No. 16-240/OR Nos. 2852, 2853(C10): Pay Plan Classification Changes  | Human Resources |
| 11. | AM No. 16-241/OR Nos. 2854, 2855, 2856, 2857(C11): Approval of 2017 Salary Ordinances for Non-Union and Executive Employees, and for Employees Covered by the AFSCME, Police Support, and Fire Support Bargaining Units   | Human Resources |
| 12. | AM No. 16-242(C12): Approval of Contract with Williams-Heade in the Amount of \$50,000 for the Development of an Economic Development Marketing Package   | Executive       |
| 13. | AM No. 16-243/RS No. 1461(C13): Adoption of Resolution Waiving Competitive Bidding Requirements for Hearing Examiner Services   | Clerk           |
| 14. | AM No. 16-244(C14): Approval of Agreement for Developers to Pay Cost of Acquiring Easements in 134th Avenue NE for the Garbarino Subdivision  | Public Works    |

## IV. HEARINGS AND REPORTS

### A. Public Hearings

- |    |   |              |
|----|---|--------------|
| 1. | AM No. 16-245/OR Nos. 2858, 2859, 2860: Public Hearing and Adoption of Amendments to the Redmond Zoning Code and Redmond Municipal Code to Support Low-Impact Development | Public Works |
|----|---|--------------|

### B. Reports

- |    |  |          |
|----|--|----------|
| 1. | Staff Reports  |          |
| a. | AM No. 16-246: Sound Transit Light Rail Design and Construction in Redmond | Planning |
| 2. | Ombudsperson Report  |          |
| 3. | Committee Reports  |          |

## V. UNFINISHED BUSINESS

## VI. NEW BUSINESS

- A. AM No. 16-247/OR Nos. 2861, 2862, 2863, 2864, 2865, 2866: Adoption of the  
2017 – 2018 Biennial Budget Package and Related Components

Finance

**VII. EXECUTIVE SESSION**

**VIII. ADJOURNMENT**

## **REDMOND CITY COUNCIL**

### **AGENDA SECTION TITLE REFERENCE GUIDE**

**ITEMS FROM THE AUDIENCE** provides an opportunity for citizens to address the Council regarding any issue. Speakers must sign their intention to speak on a sheet located at the entrance of the Council Chamber, and limit comments to **four minutes**.

The **CONSENT AGENDA** consists of routine items for which a staff recommendation has been prepared, and which do not require further Council discussion. A council member may ask questions about an item before the vote is taken, or request that an item be removed from the Consent Agenda and placed on the regular agenda for more detailed discussion. A single vote is taken to approve all items remaining on the Consent Agenda.

**PUBLIC HEARINGS** are held to receive public comment on important issues and/or issues requiring a public hearing by State statute. Citizens wishing to comment will follow the same procedure as for 'Items from the Audience', and may speak after being recognized by the Mayor. After all persons have spoken, the hearing is closed to public comment. The Council then proceeds with its deliberation and decision making.

**STAFF REPORTS** are made to the Council by the department directors on issues of interest to the Council which do not require Council action.

The **OMBUDSPERSON REPORT** is made by the Councilmember who is serving as ombudsperson. The ombudsperson designation rotates among Council members on a monthly basis. She/he is charged with assisting citizens to resolve problems with City services. Citizens may reach the ombudsperson by calling the Mayor's office at (425) 556-2101.

The **COUNCIL COMMITTEES** are created to advise the Council as a whole. They consider, review, and make recommendations to the Council on policy matters in their work programs, as well as issues referred to them by the Council.

**UNFINISHED BUSINESS** consists of business or subjects returning to the Council for additional discussion or resolution.

**NEW BUSINESS** consists of subjects which have not previously been considered by Council and which may require discussion and action.

**ORDINANCES** are legislative acts or local laws. They are the most permanent and binding form of Council action and may be changed or repealed only by a subsequent ordinance. Ordinances normally become effective five days after they are published in the City's official newspaper.

**RESOLUTIONS** are adopted to express Council policy or to direct certain types of administrative action. A resolution may be changed by adoption of a subsequent resolution.

**QUASI-JUDICIAL** proceedings are either closed record hearings (each side receiving ten minutes maximum to speak) or public hearings (each speaker allotted four minutes each to speak). Proceedings are those in which the City Council determines the rights or privileges of specific parties (Council Rules of Procedure, Section IV., J).

**EXECUTIVE SESSIONS** - all regular and special meetings of the City Council are open to the public except for executive sessions at which subjects such as national security, property acquisition, contract bid negotiations, personnel issues and litigation are discussed.



## **CALL TO ORDER AND ESTABLISHMENT OF QUORUM**

A Regular Meeting of the Redmond City Council was called to order by Mayor Marchione at 7:30 p.m. in the Council Chambers. Council members present and establishing a quorum were: Birney, Carson, Margeson, Myers, Shutz, and Stilin.

## **ITEMS FROM THE AUDIENCE**

Mayor Marchione opened Items from the Audience at this time.

The following person spoke regarding Sustainability Ambassadors and provided a stakeholder update including the student-to-student sustainability summit: Mr. Zach Benzaoui.

The following person spoke regarding noise and environmental impacts of gas-powered leaf blowers and the consideration of a ban: Mr. David Morton.

The following persons spoke regarding the condemnation of the Union Shares LLC property and the Evans Creek relocation project: Ms. Cherie Cooper, Mr. Robert DeWolf, and Ms. Cindy Alia.

There being no others present wishing to address the Council, Mayor Marchione closed the Items from the Audience segment of the meeting.

## **CONSENT AGENDA**

MOTION: Councilmember Margeson moved to approve the Consent Agenda. The motion was seconded by Councilmember Carson.

1. Approval of the Minutes: Regular Meeting of Tuesday, November 1, 2016
2. Approval of Payroll/Direct Deposit and Claims Checks

### **PAYROLL/DIRECT DEPOSITS AND WIRE TRANSFERS:**

#181965 through #181988  
#033209 through #033931  
#704 through #708  
\$2,899,314.29

CLAIMS CHECKS:

#403208 through #403478  
\$2,947,480.32

3. AM No. 16-224(C3): Approval of an Interlocal Agreement with the Puget Sound Regional Council Regarding a Household Travel Survey, in the Amount of \$75,000
4. AM No. 16-225(C4): Approval of Library Board of Trustees Appointment: Melissa Stuart and Approval of Parks and Trails Commission Appointment: Kerry Monterey
5. AM No. 16-226(C5): Approval of Final Contract in the Amount of \$2,155,742.88 with A-1 Landscaping and Construction, Inc., and Acceptance of Construction: 2013-2014 Sidewalk Improvement Program, Project No. 20021309
6. AM No. 16-227(C6): Approval of Award of Bid in the Amount of \$451,469.86 to Trinity Contractors, Inc., for the 2015-2016 Targeted Safety Improvement Program (TSIP) and Traffic Calming, Project Nos. 20021505 and 20021506
7. AM No. 16-228(C7): Approval of Supplemental Agreement No. 1 in the Maximum Amount of \$781,753 with Perteet, Inc for Final Design and Right-of-Way Services for the 152nd Avenue Main Street Project
8. AM No. 16-229(C8): *(This item was removed from the Consent Agenda and addressed separately.)*
9. AM No. 16-230(C9): Approval of an Ordinance Amending the 18-Year Transportation Facilities Plan, a Chapter of the Transportation Master Plan
  - a. Ordinance No. 2851: An Ordinance Amending the Redmond Transportation Master Plan and Directing the Administration to Prepare a Proposed Municipal Code Amendment,

2016-142

Providing for Severability, and  
Establishing an Effective Date

Mayor Marchione read Ordinance No. 2851 into the record.

VOTE: The motion to approve the Consent  
Agenda passed without objection. (6 - 0)

**ITEMS REMOVED FROM THE CONSENT AGENDA**

8. AM No. 16-229(C8): Approval of Ground Lease Between City of Redmond and Hopelink for Sammamish River Business Park

RECUSED: Councilmember Stilin declared a conflict of interest regarding AM No. 16-229(C8) and recused himself from voting.

*(Councilmember Stilin exited the Chambers at this time.)*

MOTION: Councilmember Margeson moved to approve AM No. 16-229. The motion was seconded by Councilmember Carson.

VOTE: The motion passed without objection. (5 - 0)

*(Councilmember Stilin re-entered the Chambers at this time.)*

**MOTION TO EXCUSE ABSENT MEMBER**

MOTION: Councilmember Carson moved to excuse Councilmember Allen from attendance at the meeting. The motion was seconded by Councilmember Margeson.

VOTE: The motion passed without objection. (6 - 0)

At this time, City Attorney Jim Haney swore in Ms. Melissa Stuart to the Library Board of Trustees and Mr. Kerry Monterey to the Parks and Trails Commission. Members of the Council congratulated Ms. Stuart and Mr. Monterey.

**HEARINGS AND REPORTS**

PUBLIC HEARINGS

1. AM No. 16-231: Public Hearing: 2017-2018 Biennial Budget

Mr. Mike Bailey, Finance Director, provided a budget public hearing briefing discussing: the budget is in final form; the 2017-2018 Capital Investment Program; proposed revenue changes; higher property tax revenues than anticipated from new construction; addition of approximately \$30,000 to the investment in affordable housing, bringing the total investment to \$600,000; modest adjustments in water rates; and discussed the overall budget process.

Mayor Marchione opened the public hearing at this time.

The following person spoke on the behalf of Hopelink and thanked the Council for supporting Human Services: Mr. Luke Wilson.

The following persons thanked the Council for their support of mental health services and requested funding for Hero House: Ms. Kailey Fiedler and Mr. Ralph Casillas.

The following person requested funding for Kindering Center which provides support for young children with disabilities: Mr. Josh Suman.

The following person requested support for a cricket field: Mr. Sanjay Rama.

The following person thanked the Council for supporting Catholic Community Services: Ms. Hollianne Monson.

The following person thanked the Council for the recommendation to provide funding for Sophia Way and other Human Services programs, and for the City's Homeless Outreach position: Ms. Angela Murray.

The following person requested funding for the King County Bar Housing Justice Project, which provides low-income eviction defense: Mr. Jacob Wicks.

The following person thanked the Council for supporting arts and culture in the City and requested continued support: Ms. Lara Lockwood.

The following person thanked the Council for supporting YWCA and ARCH programs: Ms. Gina Yarwood.

The following person requested the City not fund the Friends of Youth program due to no appropriate oversight of program participants and the effect that has on residents in Redmond: Mr. Gerry Lawrence.

There being no others wishing to testify, the Mayor closed the public hearing at this time.

#### STAFF REPORT

- a. AM No. 16-232: City of Redmond Draft 2017 State Legislative Agenda

Ms. Nina Rivkin, Chief Policy Advisor, and Mr. Doug Levy, City Lobbyist, stated that the staff report outlines a few changes to the top priority issues and changes from 2016 to 2017.

#### OMBUDSPERSON REPORT

Councilmember Birney reported receiving citizen contacts regarding:

- permitting and construction;
- holding a candlelight vigil on City property; and
- intersection safety improvements.

Councilmember Margeson reported receiving citizen contacts regarding:

- working with a student on a climate action plan report;
- Willows/Rose Hill resident concern;
- public transit; and
- Section 8 housing vouchers.

All matters have been responded to and are being addressed by staff in follow-up where needed.

#### COMMITTEE REPORTS

##### Public Safety Committee

Councilmember Shutz reported regarding items discussed during the November 15, 2016, committee meeting.

##### OneRedmond Government Affairs Committee

Councilmember Shutz reported items discussed including stormwater and Low-Impact Development; land use appeal code changes; downtown design standards update; and the Business Fee Tax Advisory Committee workplan.

November 15, 2016

Sound Cities Association - Local Hazardous Waste Management  
Program Coordinating Committee

Councilmember Myers stated that the committee is going through some retooling; some members have changed; and the drug take-back program has been delayed.

Sound Cities Association - Public Issues Committee

Councilmember Margeson reported on items discussed; the appointment of the Chair and Vice Chair; no meeting in December; and the annual networking dinner.

Councilmember Stilin reported on Council Member committee appointments.

**ADJOURNMENT**

There being no further business to come before the Council the regular meeting adjourned at 9:03 p.m.

\_\_\_\_\_  
JOHN MARCHIONE, MAYOR

\_\_\_\_\_  
CITY CLERK

*Minutes Approved: December 6, 2016*



**MEMO TO:** Members of the City Council

**FROM:** Mayor John Marchione

**DATE:** December 6, 2016

**SUBJECT:** Approval of Contract with Forterra, in the Amount of \$150,000, for the Green Redmond Partnership for 2017-2018

**I. RECOMMENDED ACTION**

Approve an agreement to renew the Green Redmond Partnership for 2017-2018, and authorize the Mayor to sign a contract with Forterra, in Seattle, Washington, in the amount of \$150,000.

**II. DEPARTMENT CONTACTS**

Maxine Whattam, Director of Parks and Recreation 425-556-2310

David Tuckek, Park Operations Manager 425-556-2318

Teresa Kluver, Park Operations Supervisor 425-556-2355

**III. DESCRIPTION/BACKGROUND**

This topic was presented to the City Council at the November 1, 2016, Parks and Human Services Committee meeting.

The Green Redmond Partnership is a collaboration between the City and Forterra in mobilizing volunteers with on-the-ground restoration work in forested parkland. Eight years ago, Forterra developed a 20-year Forest Management Plan for the City. The primary goal of the plan is to bring 1,035 acres of forested parkland into active management by developing and supporting an engaged volunteer community. Accomplishments through 2015 include:

- Over 20,000 volunteer hours valued at \$486,787
- Over 9,000 trees planted
- Over 18,000 shrubs and groundcovers planted
- 324 acres of forested parkland enrolled into program

The responsibilities of Forterra within this contract will include:

- Forest Steward Program: Management of this program which recruits, trains, and supports Forest Stewards, a role that is core to the community-based volunteer involvement.
- Volunteer Recruitment and Retention: Forterra will provide consistent outreach to maintain a presence in the community, while working to increase and enhance outreach efforts.
- Work Parties: The staffing and support of work parties assures an effective

- volunteer experience and is critical to the success of the Partnership.
- **Tracking and Reporting:** The documentation of each volunteer, all plantings, and acreage accomplishments allows us to measure the ongoing progress toward meeting both annual and 20-year goals.
- **Management Team:** Support of this working group assures the program continues to effectively make sound decisions and responsibly allocate resources.

Forterra is uniquely qualified to perform the contracted services due to their regional involvement in the development of the Green Cities program. Forterra has a comprehensive understanding of Redmond's forested parkland and the community efforts required to successfully achieve the goals established by the 20-year Forest Management Plan. In addition, Forterra's position in the stewardship industry has proved beneficial in the leveraging of funds in the form of donations, grants, and in-kind contributions.

#### **IV. IMPACT**

**A. Service/Delivery:** The consultant will work with Park Operations staff to meet the restoration and volunteer goals established in the 20-year Forest Management Plan and represented in the Scope of Work.

**B. Fiscal:** The two-year contract is in the amount of \$150,000, funded by Park Operations General Fund resources with contributions from Public Works, Natural Resources. The contract will have three one-year renewal options.

#### **V. ALTERNATIVES TO STAFF RECOMMENDATION**

The City Council could choose not to authorize the attached contract, or to fund the contract renewal in a reduced amount, thereby limiting the ability to continue progress in building the Green Redmond Partnership and achieving the goals outlined in the 20-year Forest Management Plan.

#### **VI. TIME CONSTRAINTS**

There are no known time constraints.



## VII. LIST OF ATTACHMENTS

- A. Consulting Services Agreement
  - Exhibit A – Scope of Work
  - Exhibits B and C – Work and Payment Schedule
  - Exhibits D and E – Insurance Addendum and Option for Renewal

*Maxine Whattam*

\_\_\_\_\_  
**Maxine Whattam, Director of Parks and Recreation**

**11/22/2016**

**Date**

*John Marchione*

Approved for Agenda \_\_\_\_\_  
**John Marchione, Mayor**

**11/22/2016**

**Date**

# Consulting Services Agreement

## Non-Public Work

<b>PROJECT TITLE &amp; IDENTIFICATION NUMBER (if # is known)</b>  Green Redmond Partnership	<b>WORK DESCRIPTION</b> <i>(reference &amp; list all attached exhibits)</i>  Exhibit A = Scope of Work Exhibit B = Work Schedule Exhibit C = Payment Schedule Exhibit D = Insurance Addendum Exhibit E = Option for Renewal
<b>CONTRACTOR</b>  Forterra	<b>CITY PROJECT ADMINISTRATOR</b> <i>(Name, address, phone #)</i> Teresa Kluver City of Redmond MOC PK P.O. Box 97010 Redmond, WA 98073-9710 425-556-2355 tkluver@redmond.gov
<b>CONTRACTOR CONTACT</b> <i>(Name, address, phone #)</i>  Joanna Nelson de Flores Forterra 901 5th Avenue, Suite 2200 Seattle, WA 98164 206-292-5907	<b>BUDGET OR FUNDING SOURCE</b>  General Fund
<b>FEDERAL ID #</b>  94-3112461	<b>MAXIMUM AMOUNT PAYABLE, IF ANY</b>  \$ 150,000.00
<b>SUPPLIER/CONTRACTOR'S REDMOND BUSINESS LICENSE ID #</b>  RED00042236	<b>COMPLETION DATE</b>  December 31, 2018
<b>APPLICANT NAME</b>	<b>APPLICANT CONTACT</b> <i>(Name, address &amp; phone #)</i>

THIS AGREEMENT is entered into on \_\_\_\_\_, 20\_\_ between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice

the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT.

7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

9. Insurance. The CONSULTANT shall provide the following minimum insurance coverages:

A. Worker's compensation and employer's liability insurance as required by the State of Washington;

**B. General public liability and property damage insurance in an amount not less than a combined single limit of five million dollars (\$5,000,000) for bodily injury, including death, and property damage per occurrence.**

**C. Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of two million dollars (\$2,000,000) or more against claims arising out of work provided for in this agreement.**

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the City, and any other insurance maintained by the CITY shall be excess and not contributing insurance with respect to the CONSULTANT's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

**10. Records.** The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.

**11. Notices.** All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.

13. Disputes. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination. The CONTRACTOR agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The CONTRACTOR understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONTRACTOR may be barred from performing any services for the CITY now or in the future.

16. Compliance and Governing Law. The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

17. **Subcontracting or Assignment.** The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on separate Exhibit attached hereto and incorporated herein by this reference as if set forth in full.

18. **Non-Waiver.** Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

19. **Litigation.** In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

20. **Taxes.** The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

21. **City Business License.** The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.

22. **Entire Agreement.** This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. These standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY'S terms and conditions shall govern.



IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the  
day and year first above written.

CONSULTANT:

CITY OF REDMOND:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

John Marchione, Mayor  
DATED: \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
City Clerk, City of Redmond

APPROVED AS TO FORM:

\_\_\_\_\_

# FORTERRA



## Scope of Work – Exhibit A

2017 – 2018

**Green Redmond Partnership**

Presented to City of Redmond, Parks Operations  
by Forterra  
November 2016

*Photography by Jodie Galvan and Michael Kleven for the Green Redmond Partnership*

**“The success of community-driven projects like Green Redmond Day is a testament to the passion and dedication of our residents.”**

– Redmond Mayor John Marchione

## **1. Introduction**

In 2007, the City of Redmond and Forterra (then Cascade Land Conservancy) formed a Partnership to restore, maintain, and manage Redmond’s forested parklands. The Partnership formalized in 2009 with the creation of a 20-year Forest Management Plan and the first year of implementation. In 2017, we begin our sixth contract, and our eighth year of working together. When we started the Green Redmond Partnership, we drew mostly from the experience of the Green Seattle Partnership, with some additional insights from Kirkland and Tacoma, fledgling programs themselves at the time. Now, with a significant local track record behind us, we can re-calibrate the assumptions we first used, and manage and plan Green Redmond based on our own experience in these parks, with these volunteers, these City systems, and fine-tune even more successful work. The benchmarks listed in this scope of work are based on those created in 2009 for the 20-year plan, but have been modified based on what we have accomplished and learned since then. Most of what we aimed for then is still relevant, but some intermediary steps have changed. We are proud of our success and excited to continue working together.

**Community:** The Green Redmond Partnership’s public face is our volunteer program, which has earned a good reputation in the community as go-to for connecting with environmental service projects on public lands. We have active, strong relationships with many of Redmond’s schools, bringing students from elementary through high school out to participate in hands-on restoration through field trips and on their own time. Community members from across the City connect with their local urban forest at work parties held every month around the calendar year. Our mailing list has grown to over 1,000 addresses. Volunteers of all ages return again and again to support Green Redmond, and we often see families volunteering together, or neighbors meeting and forming friendships in their parks. Conditions in the field have meant that our volunteer goals are lower than those written into the 20-year plan. But we are committed to maintaining a high-quality experience for our volunteers to facilitate community engagement and foster relationships, both among volunteers and between individuals and the parks. In the next two years, we will prioritize ensuring that each volunteer continues to have a positive and enriching experience when they get involved with Green Redmond.

Our most dedicated volunteers, our Forest Stewards, are our eyes and ears on the ground, checking on their sites regularly and reporting back on restoration progress. Their leadership has allowed us to expand into more parks, caring for far more acres and giving more of their fellow volunteers the opportunity to get involved. They are our fiercest advocates and most reliable fans, due to their love of the parks and also the great relationships they have built with Green Redmond staff members and the support they get from the program. Although the group is small, the phenomenal retention rate is something we are very proud of. In the next two years, we will continue to prioritize helping more volunteers step into the Forest Steward role and ensuring that the current Forest Stewards are satisfied enough with their experience that they continue to stick with us.

**Field Work:** 2017 and 2018 will continue our period of peak acreage enrollment. However, our top priority remains taking care of lands we have previously enrolled, and keeping up with later-phase restoration and maintenance to make sure we fulfill our commitment to stewardship in all of our project sites. As we have seen, it is far easier to care for relatively healthy forested parks than to work to bring them back after neglect and passive management. In order to stay on track with 20-year plan goals for reaching all 1,035 acres of forested parkland by 2029, we have to maintain the pace we set in recent years. In 2017 we will increase the role of the Washington Conservation Corps crew managed by Forterra, working alongside the Redmond Park Operations Urban Forestry crew and our dedicated volunteers on the ground. In addition to providing an excellent job-training experience for young people starting their careers in restoration, the WCC crew work will allow us to keep on track with our field work goals.

**Resources and Administration:** Green Redmond's Management Team will continue to steer the Partnership through its day-to-day work, while keeping track of long-term goals. A much-needed project for 2017 will be creating a new database to suit the needs of a program that now works with over a hundred acres in active management, and thousands of volunteers. The new cloud database will free up vast amounts of staff time now spent on inefficient data management and reporting in an outdated system, and allow us to spend more time on the volunteer program. This budget is weighted towards 2017 to reflect the creation of the database.

The Management Team meets quarterly, and works together to produce plans at the 1-year, quarter, and week levels as work dictates, all in service of our 20-year goals. Green Redmond will depend on continued critical support from City staff across departments and by the City Council, and from the greater Green Cities Network. To this end, Forterra will continue to serve as a local partner on the ground in Redmond, and as a conduit for tools and experience from the rest of the Green Cities Network, a growing consortium of partners across the region supporting the community leadership of hundreds of trained Stewards, working with hundreds of thousands of volunteers, and with a total project area of nearly 9,000 acres of public natural areas in 9 cities and counting, making up the largest urban forest restoration effort in the nation.

#### **Green Redmond Partnership Goals: From the 20-Year Forest Management Plan**

- Enroll 1,035 acres of Redmond's public forested natural areas into active management, including restoration and maintenance, by 2029 by removing invasive plants and replanting with native trees, shrubs, and ground covers.
- Build community capacity by teaching restoration practices to volunteers.
- Create a Forest Steward program to help coordinate active community leaders for each forested area.
- Create and implement a public involvement plan to educate and engage the community in stewardship projects.
- Establish resources to sustain the program for the long-term.
- Identify and conserve additional forested natural areas that provide important ecological and public benefits.
- In the future, extend the program to non-forested natural areas such as emergent wetlands and shorelines.
- Educate citizens and landowners about the value of trees on private property as an important component of Redmond's green infrastructure.

**Green Redmond Partnership Strategic Benchmarks, 2017 - 2018** (Note: Some benchmarks have been updated to reflect progress during the last seven years.)

1. Continue restoration and maintenance on previously-enrolled acres
2. Enroll 25 new acres in initial restoration per year
3. Enroll 50 acres of Tree-iage category 1 into maintenance and monitoring each year
4. Monitor progress
5. Recruit and manage volunteers hours to support field program and promote community engagement
6. Continue Forest Steward program with participation in 50% of all project parks
7. Re-evaluate BMPs and program costs based on 5-year data
8. Create 5-year strategic plan, including funding strategy

**"It's for my daughter's birthday, we decided to do something together. We brought a couple of her friends . . . they have tons of fun and they don't want to leave! I don't know how many trees they've planted."**

- Green Redmond Partnership volunteer

## 2. Scope of Work

Following is a description of the work focus areas, and Forterra's responsibilities under the scope of work. These include:

### Forest Steward Program

This program is the core of community-based volunteer involvement, as it provides for the recruitment, development, and retention of our leadership-level volunteers. Forest Stewards assume responsibility for specific areas, working with Partnership staff to achieve the restoration goals. Comprehensive support of the Forest Stewards ensures the success of the Green Redmond Partnership. During 2017-2018 period, supporting and growing the Forest Steward program will become the top priority of our volunteer efforts. Helping new volunteers step into a Forest Steward role will involve training in Green Redmond best practices, providing mentorship opportunities with current Stewards, and creating training workshops and other resources. We will also continue to take opportunities to show our appreciation for our most dedicated volunteers at an annual event, and throughout the year in less formal ways.

Responsibility	Number or amount per year
Recruit new Forest Stewards to sustain overall participants in the group	15 or more total
Coordinate and implement Forest Steward orientation	1
Work with new Forest Stewards to develop their role and encourage supported autonomy, including identifying interests and park projects	2
Respond to questions, address problems, and provide general support to Forest Stewards	daily, weekly, or as needed
Coordinate staff attendance at new Forest Steward work party to provide event management coaching	yes
Keep Forest Steward materials current as needed	yes
Create workshops or educational resources	2
Coordinate annual Forest Steward appreciation event to celebrate achievements	1

## Volunteer Recruitment and Retention

This aspect of the Green Redmond Partnership allows the program to not only maintain a presence in the community, but increase and enhance that presence. A program that is based on and dependent on volunteers must have consistent outreach in many forms to access all potential partners. The focus of the volunteer program in 2016-2017 will be to build relationships with new contacts within the community, to support current Forest Stewards by providing volunteer help for their projects, and by facilitating more volunteers moving into Forest Steward roles.

Responsibility	Number or amount per year
Promote GRP at outreach events or presentations to stakeholder groups	4 events
Seek out new strategic opportunities to develop new relationships	4
Manage dedicated Green Redmond website and social media accounts	updated weekly
Post all events on GRP website	all events
Utilize other local event calendars (Redmond newspapers, United Way, Volunteer Match, etc.) and social media to promote large events	All Last Saturdays; other events as time allows
Update and manage volunteer and supporters email list	monthly
Answer inquiries from public regarding GRP	as needed
Email newsletter with upcoming events	monthly

## Work Parties

In addition to recruiting a network of Forest Stewards and volunteers, supporting work parties is critical to the success of the Green Redmond Partnership, diversifying participation and assuring the smooth and effective involvement of volunteers.

Responsibility	Number or amount per year
Develop and staff work parties for groups such as corporations and schools	8
Collect event requests, coordinate with event lead and City staff	yes

## Tracking and Reporting

This aspect of the Green Redmond Partnership provides a measure of the progress toward meeting both annual and 20-year goals, as well as providing important information for adapting restoration strategies and volunteer recruitment.

Responsibility	Number or amount per year
Collect and process documentation for all restoration work by volunteers and crews	yes
Oversee creation of new cloud-based database	1
Submit reports with program statistics	quarterly
Submit annual report	yes
Conduct annual restoration tracking and update citywide map showing progress	1
Ensure maps for site leads are current for all active sites	yes

## Management Team

A key part of the successful implementation of the Green Redmond Partnership is the function of the partnership itself, coordinated by Forterra and Redmond Parks staff as the Management Team. This team works closely to effectively move programming forward, make decisions, and allocate resources.

Responsibility	Number or amount per year
Create annual work plan for the Management Team	by March
Coordinate Management Team meetings, including compiling agenda, taking and distributing notes, and working on follow action items	quarterly
Provide technical support to City staff and/or Forest Stewards	yes
Manage city contract to stay on task and within budget, submitting invoices and progress reports monthly	yes
Manage Washington Conservation Corps crew days	25
Seek additional funding to leverage City contracts	yes

### **3. Leveraged Funding**

Forterra has been successful in bringing additional resources to the Green Redmond Partnership in the form of grants, donations, and intern support. Although successful procurement of grants and donations cannot be fully forecasted, Forterra will seek opportunities to leverage this contract with additional resources. Green Redmond staff at Forterra will work with Development staff when possible. Top identified priorities have been identified as:

- Sponsorships for Green Redmond Day
- Stipended internships for local youth
- Additional staff time to support more work parties, especially with schools and youth groups
- Exploring matching contributions from applicable corporations

### **Green Cities Network**

Because the Green Redmond Partnership model is replicated in other cities around the Puget Sound, Forterra provides a unique role, connecting cities to enhance and advance volunteer-based urban parkland restoration. Current Green Cities include Seattle, Kent, Tacoma, Kirkland, Everett, Puyallp, Tukwila, and Snoqualmie as well as Redmond. The Network generally convenes quarterly for focus group discussions on topics of interest to Green Cities staff, and connects staff in partner cities to each other and to relevant resources, ideas, and information.

### **Past leveraged resources**

Additional resources secured by Forterra during the 2013-2014 contract period: \$120,700

This leveraged funding provided support to Green Redmond specifically, and an additional \$550,000 allowed Forterra staff to better serve the Green Cities overall, in addition to in-kind donations of coffee and snacks for volunteer events. Totals for the 2015-2016 contract period have yet to be tallied.

Additional resources throughout the years have included:

- Large government grants, like the US Forest Service funding that supported 4 partnerships in the Green Cities Network, including Redmond's pilot project between 2011 and 2014. This project included large amounts of staff time spent developing best practices in community engagement focused on diversity, equity, and inclusion. A contractor was hired to assist staff in this work. An internship program in the summer of 2013 allowed six young people from Redmond to help us create and implement new ideas for engaging the community at work parties. Staff time was also spent implementing these best practices to develop relationships with community members in support of Green Redmond's volunteer program. The project budget also funded travel and project supplies.
- Large private donations, like the Pearl Jam Carbon Mitigation Program, which enrolled 21.27 acres of forested parkland in Hartman and Northeast Redmond Neighborhood Parks into restoration. The project included field crews, trees and other site materials, volunteer support, work party supplies, travel costs, and project management and oversight.
- Private grants, such as:
  - Funding from REI that has supported Green Redmond Day events
  - Funding from Nintendo, which supported Green Redmond Day and Forest Steward events in 2016
  - Funding from the S.L. Gimble Foundation that has supported staff time for all Green Cities
  - Funding from the Fletcher Bay Foundation that created an internship program in 2014, in support of all Green Cities Days. Funding provided stipends for 3 interns, project management by Forterra staff, travel costs, and supplies for community work parties, much of which funded the Green Redmond Day t-shirts.
- Volunteers who have worked on Green Redmond through structured internships or by volunteering for specific tasks at our office. Forterra is fortunate to attract talented, dedicated individuals who chose to donate their time to furthering our programs. Volunteer and intern hours are now tracked by project so that



we can report their time in annual progress reports as a leveraged contribution to our contract. These efforts have included:

- Professional GIS volunteer Matt Dressler, who donated over 90 hours of his time to Green Redmond projects. Matt created the original systems to be able to display our annual field progress visually in a map that can sync to Green Redmond's work log database, and helping staff to update the map annually. He has also produced site maps in the past for Forest Stewards.
- Hundreds of hours of work by seasonal interns who support the general Green Cities program. Work on Green Redmond has included helping to staff work parties and tabling at outreach events, photographing events, assisting with social media, creating plant identification resources for Forest Stewards, distributing flyers, data entry, and more. This work has leveraged staff hours billed to the City contract and enabled us to do more than would have been otherwise possible.
- In-kind contributions solicited by Forterra staff and interns to support volunteers, including:
  - Coffee from Starbucks and bars from the Clif Bar for countless work parties
  - A set of 12 youth-sized rain jackets from REI for youth work parties
  - Snacks for work parties, gift cards, and gear give-aways for volunteers who participate in Green Redmond Day.

## **Contract Personnel**

**Nicole Marcotte (NM)**, Green Cities Project Associate, works on a variety of projects as part of Forterra's Green Cities team. She specializes in volunteer management and overseeing large volunteer events, and is excited to be taking on much of Forterra's role in the Green Redmond Partnership in 2017. She has worked on Green City Partnerships in Seattle, Tukwila, Everett, and Redmond, and is a former EarthCorps Corps Member and Washington Conservation Corps Individual Placement. Nicole holds a B.A. in Environmental Studies from St. Michael's College in Vermont.

**Joanna Nelson de Flores (JNdF)**, **Green Cities Director**, leads Forterra's Green Cities Program. Joanna was among the founding staff members of the Green Seattle Partnership and is now at the helm of a growing program that supports nine active partnerships with cities in the Puget Sound. She has an intimate understanding of how the partnerships work, from high-level strategic planning to the on-the-ground support for volunteers and forest restoration projects. She specializes in coordinating restoration project logistics, building good partner relationships with City staff, community leaders, and organizations, and managing tracking systems to measure program success. Joanna has a B.S. in Natural Resource and Wildlife Science and has over 15 years of experience implementing and managing community-based restoration projects.

**Christopher Water (CW)**, **Geospatial Director**, created and leads Forterra's geospatial program to support conservation planning and acquisitions, policy analysis, land management and restoration, public relations, fundraising and education. In his nineteenth year working in the conservation GIS field, his expertise covers cartography and information design, spatial analysis and modeling, databases, and project management. Christopher earned an M.S. in Environmental Policy Analysis from the University of Charleston and a B.S. in Conservation Ecology from Purdue University.

**Matt Mega (MM)**, **Green Cities Network Manager**, oversees the resource sharing among our growing group of partnerships with cities throughout the Puget Sound. Now nine cities (and counting) and including Seattle, Kirkland, Tacoma, Kent, Everett, Puyallp, Snoqualmie, and Tukwila, in addition to Redmond, the network is stronger than the sum of its parts. Matt manages a cross-cities listserve sharing information relevant to community-driven urban habitat restoration, and coordinates quarterly focus groups discussing topics of interest to our partners. As new resources are created and fine-tuned in one city, additional leveraged resources become available to all partnerships. Matt holds a Bachelor's degree from the University of Massachusetts, an M.S in Landscape Architecture and an M.A. in Public Affairs from the University of Minnesota, and is also a Certified Planner with the American Institute of Certified Planners.

#### 4. Proposed Budget

GRP Program Area	Rate/Hour	Jan - Dec 2017		Jan – Dec 2018		Total
		Hours/ Quantity	Cost	Hours/ Quantity	Cost	
Forest Steward Program						
Green Cities Project Coordinator	\$90	185	\$16,650	185	\$16,650	\$33,300
Green Cities Director	\$125	20	\$2,500	10	\$1,250	\$3,750
Volunteer Recruitment and Retention						
Green Cities Project Associate	\$45	20	\$900	20	\$900	\$1,800
Green Cities Project Coordinator	\$90	125	\$11,250	125	\$11,250	\$22,500
Work Party Support						
Green Cities Project Associate	\$45	45	\$2,025	45	\$2,025	\$4,050
Green Cities Project Coordinator	\$90	15	\$1,350	15	\$1,350	\$2,700
Tracking and Reporting						
Green Cities Associate	\$45	26	\$1,170	26	\$1,170	\$2,340
Green Cities Project Coordinator	\$90	50	\$4,500	16	\$1,440	\$5,940
Green Cities Director	\$125	20	\$2,500	0	\$0	\$2,500
Geospatial Director	\$125	15	\$1,875	5	\$625	\$2,500
Management Team Support						
Green Cities Project Coordinator	\$90	45	\$4,050	45	\$4,050	\$8,100
Green Cities Director	\$125	20	\$2,500	0	\$0	\$2,500
Program Support						
Volunteer event supplies	\$50	4	\$200	4	\$200	\$400
Forest Steward event supplies	\$250	3	\$750	3	\$750	\$1,500
Washington Conservation Corps	\$918	25	\$22,950	25	\$22,950	\$45,900
Data portal creation and hosting fees	\$100	62	\$6,200	22	\$2,200	\$8,400
E-newsletter hosting fees	\$10	12	\$120	12	\$120	\$240
Travel reimbursement	\$790	1	\$790	1	\$790	\$1,580
Total			\$82,280		\$67,720	\$150,000

## EXHIBIT B and C

### WORK and PAYMENT SCHEDULE

Work Schedule. The CONSULTANT/CONTRACTOR shall complete all tasks as outlined in the Scope of Work for this project and shall be eligible for payment upon demonstrated progress towards completion of each project goal

Payment Schedule. CONSULTANT/CONTRACTOR may invoice the City no more frequently than once per month and all invoices shall include an itemized breakdown as it relates to the Scope of Work, progress made and payment claims against that goal.

Milestone/Description of Task	Scheduled Completion Date	Progress Payment
2017 Forest Steward Program	1-1-17 – 12/31-17	\$19,150
2017 Volunteer Recruitment & Retention	1-1-17 – 12/31-17	\$12,150
2017 Work Party Support	1-1-17 – 12/31-17	\$3,375
2017 Tracking & Reporting	1-1-17 – 12/31-17	\$10,045
2017 Management Team Support	1-1-17 – 12/31-17	\$6,550
2017 Program Support	1-1-17 – 12/31-17	\$31,010
<i>Subtotal 2017 Green Redmond Program</i>		\$82,280
2018 Forest Steward Program	1/1/18 – 12/31/18	\$17,900
2018 Volunteer Recruitment & Retention	1/1/18 – 12/31/18	\$12,150
2018 Work Party Support	1/1/18 – 12/31/18	\$3,375
2018 Tracking & Reporting	1/1/18 – 12/31/18	\$3,235
2018 Management Team Support	1/1/18 – 12/31/18	\$4,050
2018 Program Support	1/1/18 – 12/31/18	\$27,010
<i>Subtotal 2018 Green Redmond Program</i>		\$67,720
<b>Project Total</b>		\$150,000

**EXHIBIT D**  
**INSURANCE ADDENDUM**

THIS ADDENDUM modifies the provisions of the (check one): ☐ General Services Agreement, ☒ Non-Public Work Consultant Agreement, ☐ Instructional Services Agreement, ☐ Social/Community Services Agreement, ☐ Short Term Facility Agreement, ☐ Fixed Asset Loan Agreement, ☐ Three Party Consultant Agreement (hereinafter "the Agreement") or ☐ Public Work Consultant Agreement entered into between the parties on \_\_\_\_\_, \_\_\_\_\_.

THE UNDERSIGNED PARTIES agree to modify paragraph 8 (if a General Services Agreement), 9 (if Non-Public Work Consultant Agreement), 7 (if Instructional Services Agreement), 6 (if Social/Community Services Agreement), 9 (if Short Term Facility Agreement), 5 (if Fixed Asset Loan Agreement), 10 (if a Three Party Consultant Agreement) or 8 (if Public Work Consultant Agreement) as follows (check all applicable items):

☒ The general public liability and property damage insurance limit is increased/reduced to \$ 1,000,000 (insert amount).

☐ The professional liability insurance amount is increased/reduced to \$ \_\_\_\_\_ (insert amount). This item relates to Consultant and Three Party Consultant Agreements only.

☐ The professional liability insurance requirement is eliminated. This item relates to Consultant and Three Party Consultant Agreements only.

☐ The insurance provisions are otherwise modified as follows:  
\_\_\_\_\_  
\_\_\_\_\_

Except as expressly modified above, all insurance-related terms and conditions of the Agreement will remain unchanged and in full force and effect. The City has made no recommendation to the contractor/consultant as to the insurance necessary to protect the contractor/consultant's interests and any decision by the contractor/consultant to carry or not carry insurance amounts or coverage in excess of the above is solely that of the contractor/ consultant.

DATED \_\_\_\_\_, \_\_\_\_\_.

CITY OF REDMOND

CONTRACTOR/CONSULTANT

\_\_\_\_\_  
MAYOR JOHN MARCHIONE

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
APPLICANT (IF THREE PARTY  
CONSULTANT AGREEMENT

\_\_\_\_\_  
CITY CLERK, CITY OF REDMOND

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
RISK MANAGER, CITY OF REDMOND

**EXHIBIT   E**  
**OPTION FOR RENEWAL**

CITY reserves the right to renew this contract for two two-year terms upon serving notice to the Consultant/Contractor within 30 calendar days prior to expiration. If renewal provision is exercised, all terms and conditions of original contract remain in full force and effect. Such a renewal will be accomplished through a separate contract with reference to the original contract. The Mayor or his designee is authorized to exercise this renewal option.



**MEMO TO:** Members of the City Council

**FROM:** Mayor John Marchione

**DATE:** December 6, 2016

**SUBJECT:** Approval of Agreement for WAVE Aquatics in the Amount of \$100,000

**I. RECOMMENDED ACTION**

City Council approval of a new contract with WAVE Aquatics for the operation of the Redmond Pool at Hartman Park

**II. DEPARTMENT CONTACTS**

Maxine Whattam, Director of Parks and Recreation 425-556-2310

Rachel Van Winkle, Deputy Director Parks and Recreation 425-556-2360

**III. DESCRIPTION/BACKGROUND**

The Redmond Pool at Hartman Park has been operated by WAVE Aquatics under contract with the City since October 2010. The current contract expires on December 31, 2016. Under terms of the existing agreement, WAVE is responsible for providing programming and daily operations. The City is responsible for providing major maintenance.

The revised proposed contract with WAVE Aquatics recognizes the City's investment of up to \$100,000 to keep the pool operating on "life support" for an undetermined timeframe. The proposed revisions also include: an increase in WAVE's commercial general liability insurance requirement from \$2 million to \$5 million; additional daily logging and reporting requirements for WAVE operations and incidents; additional training for WAVE employees; and elimination of the City's indemnification of WAVE. The agreement is proposed to take effect on January 1, 2017, with the term of the agreement for three months, with possible extensions of up to six (6) three-month periods, as necessary, by mutually agreement, unless terminated.

This item was presented to Council at the November 1, 2016, Parks and Human Services Committee and the November 29, 2016, Council study session.

**IV. IMPACT**

A. **Service/Delivery:** The agreement with WAVE will provide for continuation of aquatics programming and daily operations of the pool at Hartman Park. If not approved, these services would be discontinued for the public.

B. **Fiscal:** City funding provides for major maintenance and repair of the pool. Per the agreement, net revenues from pool operations are split equally between the parties. In 2015 the City's portion of revenue sharing was \$18,074.

**V. ALTERNATIVES TO STAFF RECOMMENDATION**

The Council could choose to revise the proposed terms of the agreement. The Council could choose to not approve the pool operating agreement.

**VI. TIME CONSTRAINTS**

The current agreement with WAVE Aquatics expires on December 31, 2016.

**VII. LIST OF ATTACHMENTS**

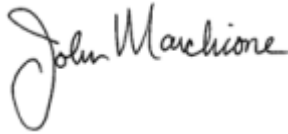
A. Agreement Between the City of Redmond and WAVE Aquatics



\_\_\_\_\_  
**Maxine Whattam, Director of Parks and Recreation**

**11/15/2016**

**Date**



**11/21/2016**

**Date**

Approved for Agenda \_\_\_\_\_  
**John Marchione, Mayor**



**AGREEMENT BETWEEN THE CITY OF REDMOND AND  
WAVE AQUATICS FOR THE OPERATION OF THE  
REDMOND POOL – DECEMBER 2016**

THIS OPERATING AGREEMENT (“the Operating Agreement”) is entered into by and between the City of Redmond, a Washington municipal corporation (“the City”), and WAVE Aquatics, a 501(c)(3) private non-profit corporation (“WAVE”).

**RECITALS**

A. The Redmond Pool (“the Pool”), located at 17535 NE 104th Street, Redmond, Washington, was built as part of the Forward Thrust Initiative in approximately 1974.

B. From the date of its construction until April 1, 2003, the Pool was owned and operated by King County on land owned by the City, pursuant to a forty (40) year ground lease dated May 28, 1970.

C. The ground lease expired on May 28, 2010 and the City took ownership of the Pool from King County. The City originally entered into an operating agreement for the Pool with Northwest Center, but that operating agreement was terminated in 2010 by mutual agreement.

D. In October 2010, the City and WAVE entered into an operating agreement under which WAVE has operated the Pool. The initial October 2010 Operating Agreement expired on December 31, 2012, was subsequently renewed on December 21, 2012 – December 31, 2014, and was subsequently renewed on January 1, 2015 – December 31, 2016.

E. WAVE and the City acknowledge that the City made capital improvements to the pool in 2010, and has recently made interim capital maintenance and repair improvements to the pool, in an amount not to exceed \$100,000, in an effort to keep the pool operating for an undetermined timeframe in the future.

F. WAVE and the City have agreed to enter into a new operating agreement for the Pool and have agreed to set forth the terms and conditions of their agreement in writing.

**AGREEMENT**

NOW, THEREFORE, IN CONSIDERATION OF the terms and conditions set forth below, the parties agree as follows:

**1. WAVE to Operate Pool.** WAVE shall operate the Pool during the term of this Agreement. Operation includes providing the following at WAVE’s expense, in addition to any other duties prescribed in this Agreement:

A. Providing for the day-to-day operation, maintenance, and repair of the pool in compliance with all federal, state, and local laws and regulations and in a clean, safe, and professional manner;

B. Providing programs and hours of operation that are reasonably similar to those programs and hours of operation provided under the October 2010 Operating Agreement; and working with the City of Redmond Parks and Recreation Department to assess program and event needs, and to address accommodation for persons with disabilities and other special needs; and providing timely information for City promotions and website. WAVE will also provide up to 5 hours of pool time for City programs per month through either making pool space available at staffing cost, or by allowing up to 40 registered participants in Parks and Recreation Programs to use the pool during regular open swim times at no cost;

C. Obtaining all necessary licenses and permits for operation of the pool;

D. Managing pool advertising and promotions, patron registrations, agreements with various user groups, drop in use and instruction, and specialty programming provided by outside agencies, such as SCUBA training or Redmond Parks and Recreation;

E. Maintaining pool water quality standards and arranging and paying for water quality sampling, laboratory analysis, and field testing of pool water as prescribed by WAC 246-260-111. Copies of the results of such sampling and testing shall be provided to the City;

F. Complying with all monitoring, reporting, and recordkeeping requirements of a pool owner under WAC 246-260-121;

G. Establishing and implementing standard operating procedures and developing and maintaining a written operations manual as required by WAC 246-260-131. A copy of the procedures and written operations manual shall be provided to the City;

H. Checking each physical component of the pool facility routinely in order to ensure that the requirements of WAC 246-260-131 are met, and maintaining and repairing pool equipment, such as diving boards, diving blocks, and other equipment used for programming;

I. Providing, maintaining, and repairing pool depth markings and signage specifying user rules and safety information as required by WAC 246-260-131;

J. Providing trained lifeguards and other appropriate trained personnel to provide monitoring of the pool facilities and to perform other tasks required by this Agreement and WAC 246-260-131, and ensuring that all such persons have been subjected to appropriate background checks for persons with access to children and vulnerable adults and possess any required certifications;

K. Providing prompt and timely payment of all applicable taxes and remittance of all employee-related withholdings, including but not limited to all personnel, employment, and sales taxes;

L. Preparing and implementing an emergency response plan as required by WAC 246-260-131. A copy of the emergency response plan shall be provided to the City;

M. Providing all uniforms, office equipment, office systems, and office supplies necessary for WAVE to operate the Pool as required by this Agreement;

N. Providing ordinary, routine maintenance for the pool facility, including but not limited to, cleaning restrooms, offices, public spaces, electrical rooms, and equipment rooms, and performing minor maintenance and repairs; and

O. Providing the necessary supplies for pool operations, including but not limited to pool chemicals, paper towels, restroom supplies, and light bulbs. WAVE shall provide the City with copies of the MSDS forms for all chemicals used at the Pool.

P. Providing compliance with state law and City policies prohibiting use of tobacco or tobacco products, use of any alcohol or drugs or other controlled substances on the premises.

Q. Providing supervisor training for all pool supervisors and head guards, and training of all employees on harassment and sexual harassment annually;

**2. Pool Revenues.** The net revenues from pool operations shall be split equally between the parties as follows: As provided in the October 2010 Operating Agreement, Amendment No. 1 to the Agreement, and subsequent Operating Agreement for the 2015-2016 operating period, WAVE shall pay the City 50% of the net revenues for the calendar year ending December 31, 2016 on January 15, 2017. In the event that the pool remains operational and the contract is in effect beyond March 31, 2017 by mutual consent of the parties, WAVE shall pay the City 50% of the net revenue for each renewal quarter of operations by the 15th of January, 2018, unless another arrangement is agreed to by the parties.

**3. Capital Improvements and Major Repairs.** Except as provided in this Section, the City shall be responsible for all capital improvements and major repairs to the Pool, including but not limited to, improvements and repairs to the building shell (building structure, exterior walls, and roof), pool drains, electrical system, plumbing system, pool liner, and HVAC system. WAVE shall be responsible for repairs necessitated by the negligent acts, errors, or omissions of WAVE in operating the Pool. WAVE shall not make any alterations, additions, renovations, or capital improvements or major repairs to the Pool, or seek funding to make such capital improvements or major repairs to the Pool without the City's express written consent. Nothing in this Agreement obligates the City to make any capital improvement or major repair to the Pool which the City determines, in its sole discretion, is not financially prudent for the City. The City's responsibility to make capital improvements and repairs under this section is expressly subject to the City's right to terminate this Agreement as set forth in Section 12 below.

The City agrees to consult with WAVE before making any final decision on whether or not to make any capital improvement or repair, but the City has the sole discretion as to whether

or not to make such an improvement or repair. A good faith effort will be made to make repairs with a minimum disruption to the program schedule. Any improvements or repairs proposed to be made or constructed by WAVE, and the funding proposed for such improvements or repairs, are subject to the City's review and approval. WAVE shall provide the City with an estimated cost and verification of the actual cost to complete any agreed upon improvements.

All improvements made and trade fixtures installed by WAVE shall become the property of the City at the expiration or termination of this Operating Agreement without further compensation to WAVE.

**4. Utilities.** WAVE shall be responsible for paying the monthly charges for water, sewer, storm water, electricity, and natural gas provided to the Pool facility. WAVE will also be responsible for paying the monthly charges for telephone, internet, and cable television service, if any.

**5. Reports.** WAVE shall provide the following reports to the City:

A. WAVE shall immediately report any and all accidents and incidents to the City, including those requiring 911 response, and shall provide the City with copies of all accident reports required by WAC 246-260-121. An incident is a pool-related event in which injury or ill-health occurred or could have occurred, either an accident or a near miss (meaning that no injury or illness occurred).

B. WAVE shall immediately report any violation noted by the Department of Health to the City and shall provide the City with copies of any report or notice generated by the Department of Health and any response or report of corrective action generated by WAVE.

C. WAVE shall immediately report any maintenance, repair, or other emergency building response that will require the City to allocate any staff or resources to resolve.

D. WAVE shall provide monthly reports to the City regarding usage, maintenance, and operation of the Pool, including but not limited to, usage and revenue therefrom, pool users, including location of residency, where available, repairs and improvements, fee schedules, utility costs, staffing costs, hours of operation, staff in-service training agendas and attendance logs, pool schedule and programs, and maintenance costs.

E. WAVE shall maintain a log book to record daily operational issues, including, but not limited to, customer complaints, staff concerns, actions/decisions, incidents, lifeguard assists, and shall make this log available to the City upon request.

F. WAVE shall immediately report to the City any and all complaints made against employees, including, but not limited to harassment, sexual harassment, and sex offenses.

G. WAVE shall immediately report to the City all employee discipline, including verbal counseling.

H. WAVE shall provide to the City copies of background checks of all employees, for those currently on staff and for those hired, immediately after hire.

I. WAVE shall immediately report to the City the arrest of any WAVE employee.

J. WAVE shall be required to document all complaints against WAVE employees, and immediately report those complaints to the City.

**6. Inspections.** The City shall have the right to enter the Pool at any time in order to inspect the facility and to ensure the safety and health of customers and WAVE employees, and that all provisions of this Agreement and all state, federal and local building, fire, and pool operation regulations are being complied with.

**7. Records-Audits.** Each party shall have the right, at any time during regular business hours, to review the books and records maintained by the other party with respect to pool operations, maintenance, revenues, and expenditures, including but not limited to, programming materials, maintenance logs, safety and accident reports, Department of Health reports, income and expense statements, inspection reports, and registration information and reports, in order to audit the same and determine compliance with this Agreement.

**8. Pool Closures.**

A. The parties acknowledge that the Pool may have to be closed temporarily from time to time during the term of this Agreement in order to perform required maintenance or to make necessary repairs. In the event that either party determines that closure is necessary for such purpose, the parties shall meet and confer regarding the need for such closure and the duration thereof. The final decision on any such closure shall rest with the City. WAVE shall not be entitled to any compensation from the City for lost revenues as the result of a closure for required maintenance or repairs.

B. In the event that the Department of Health orders the Pool closed because of any non-compliance by WAVE with Department of Health requirements, or in the event that the Pool must otherwise be closed because of the failure of WAVE to comply with any other term or condition of this Agreement, WAVE shall be liable for all closure-related expenses, including but not limited to, any actual expenses incurred by the City in physically closing the Pool and any program or contract refunds. WAVE shall not be held accountable for a Department of Health closure that is the result of the City not performing the necessary maintenance and repairs.

**9. Indemnity.**

A. WAVE shall release, protect, save harmless, indemnify, and defend, at its own expense, the City, its officers, elected officials, agents, volunteers, and employees from any and all costs, claims, judgments or awards of damages of any kind (including attorney's fees and costs) arising out of or in any way resulting from the negligent acts, errors, or omissions of WAVE, its officers, employees, contractors, subcontractors, agents, and volunteers in performing this Agreement.

B. No liability shall be attached to either party by reason of entering into this Agreement except as expressly provided herein.

C.. It is further specifically and expressly understood that Wave's indemnification provided herein constitutes such party's waiver of immunity under the Industrial Insurance Act, Title 51 RCW, solely for the purpose and solely to the extent required to provide the indemnification required in this Section.

F. The provisions of this Section 9 shall survive the expiration or termination of this Agreement.

**10. Insurance.** Throughout the term of this Agreement, WAVE shall maintain a combination of commercial general liability, automobile insurance, and excess coverage of not less than \$5 million (\$5,000,000) per occurrence. WAVE shall maintain workers' compensation insurance in amounts sufficient pursuant to the laws of the State of Washington. The City, its officers, elected officials, agents, volunteers, and employees shall be named as a Primary Non-Contributory additional insured on all such policies, with the exception of workers' compensation coverage. WAVE shall provide certificates of insurance and an endorsement copy of such insurance concurrent with the execution of this Agreement. All insurance policies shall contain a clause or endorsement providing that they may not be terminated or materially amended during the term of this Agreement, except after thirty (30) days prior written notice to the City.

**11. Duration.** This Agreement and the obligations of the parties under it shall become effective on January 1, 2017 and shall be in effect for three months, expiring at the close of business for the Pool on March 31, 2017, unless sooner extended for an additional three months, or terminated. The City of Redmond reserves the right to extend the term of this Agreement for up to six three-month periods as necessary if mutually agreed by the parties unless sooner extended or terminated.

**12. Termination.** This Agreement may be terminated as follows:

A. By mutual agreement of the parties;

B. By either party without cause upon the giving of thirty (30) days' written notice to the other party. All terms of the Agreement remain in effect until the stated termination date. Final cost settlement shall be made thirty (30) days after termination of this Agreement.

B. By either party for material breach of this Agreement's terms by the other party, provided, that no such termination shall become effective unless the non-breaching party provides at least thirty (30) days' written notice to the other party and an opportunity to cure the breach within that thirty (30) day period. If the breach cannot reasonably be cured within thirty (30) days, this Agreement shall not terminate if the breaching party has commenced cure within thirty (30) days and diligently pursues the same to conclusion.

**13. Dispute Resolution.** The parties mutually agree to use a formal dispute resolution process, such as mediation, through an agreed upon mediator, if agreement cannot be reached regarding interpretation or implementation of any provision of this Agreement. All costs for mediation services will be divided equally among the parties to the dispute. Each party will be responsible for their own legal representation, provided, that nothing in this Section 13 shall be construed to limit or negate the parties' ability to indemnify and defend as set forth in Section 9 above. In the event that agreement cannot be reached through the formal dispute resolution process contemplated by this Section, the parties reserve the right to seek any available legal or equitable remedy, including litigation, to resolve the dispute.

**14. Notices.** Notices required by this Agreement shall be given to the parties at the following addresses:

To the City:

Maxine Whattam  
Director of Parks & Recreation  
City of Redmond  
15670 N.E. 85th Street  
P.O. Box 97010  
Mail Stop 4NPK  
Redmond, WA 98073-9710  
(425) 556-2310

To WAVE:

Gordon Macdonald, Board President  
WAVE Aquatics  
P.O. Box 2953  
Kirkland, WA 98083-2953

Notices shall be deemed given upon personal delivery to the individuals named above, or in the case such notice is mailed, three days after the written notice is placed in the United States Mail, postage prepaid, addressed to the individuals named above.

**15. Miscellaneous Provisions.**

A. Assignment and Subcontract. WAVE shall not assign or subcontract its rights or obligations under this Agreement without the express written consent of the City.

B. No Waiver. Waiver by any party of any breach of this Agreement shall not constitute a waiver of any subsequent breach or of a breach of any other provision.

C. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision.

D. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Subject to the dispute resolution provisions of Section 13, venue for any action brought to enforce any provision of this Agreement or to seek redress for any breach thereof shall be in the superior court of King County, Washington.

E. Attorney's Fees. In the event that either party commences litigation against the other party to enforce any provision of this Agreement or to seek redress for any breach thereof, the prevailing party in any such litigation shall be entitled to recover its costs and reasonable attorney's fees incurred in the litigation from the other party.

F. Construction. Both parties participated equally in the drafting of this Agreement and this Agreement shall not be construed against either party as drafter.

G. Amendment. This Agreement may be amended only by a written instruments signed by both parties.

H. Entire Agreement. This Agreement constitutes the entire Agreement between the parties concerning its subject matter and supersedes all prior understandings and agreements.

EXECUTED by the parties on the dates hereinafter written.

CITY OF REDMOND

WAVE AQUATICS

\_\_\_\_\_  
John Marchione, Mayor

\_\_\_\_\_  
Gordon Macdonald, Board President

Date: \_\_\_\_\_

Date: \_\_\_\_\_





**MEMO TO:** Members of the City Council

**FROM:** Mayor John Marchione

**DATE:** December 6, 2016

**SUBJECT: Approval of Final Contract in the Amount of \$184,623 with Nordland Construction NW, Inc., and Acceptance of Construction: West Lake Sammamish Parkway – Manhole No. 2, Project No. 20021127**

**I. RECOMMENDED ACTION**

Approve the final contract amount with Nordland Construction NW, Inc., of Nordland, Washington, for the base bid amount of \$184,508 plus or minus change orders and bid item increases or decreases, resulting in a final contract amount of \$184,623 and accept construction of the West Lake Sammamish Parkway – Manhole No. 2, Project No. 20021127, as of December 6, 2016.

**II. DEPARTMENT CONTACTS**

Linda De Boldt, Director of Public Works	425-556-2733
Mike Paul, City Engineer	425-556-2721
Dennis Brunelle, Project Manager	425-556-2724

**III. DESCRIPTION/BACKGROUND**

**Project Purpose**

This project provides an additional access point to the City of Redmond's Lakeshore Trunk sewer line, located on the western shoreline of Lake Sammamish which was built in the early 1970's. Access to the trunk line is very limited. This additional access is essential for maintenance and operation of the system and to prevent sewage overflow into the lake.

**Background**

In 2009, the City built the first manhole access on this trunk line located between Wastewater Pump Station Nos. 1 and 2. In 2013 the City Council authorized the purchase of a property located between 3072 and 3080 West Lake Sammamish Parkway NE in order to build the second access to the trunk line (Manhole No. 2).

**Project Description**

Manhole No. 2 is a new installation that constructed a new manhole and riser over the existing 12 inch sanitary sewer trunk line, a 12-foot-wide access road along the north

property line, and made improvements to the existing PSE wetland mitigation area located in the Bear and Evans Creek Greenway, west of Perrigo Community Park.

### **Budget**

The original budget for the project was established at \$1,960,000, which included the cost to purchase the property on which the manhole would be constructed. The final expenditures for the project are \$1,978,288. The difference is an overrun of \$18,288 due to increased staff costs for wetland mitigations and project delays. The difference is being paid out of Wastewater CIP which will be reimbursed from the future sale of the property.

### **Council Actions / Communication**

<b>Date</b>	<b>Action / Committee Presentation</b>
2013	Council Authorized Purchase of Property at 3076 West Lake Sammamish
2/14/14	Approved Consultant Agreement
5/17/16	Council awarded construction contract to Nordland Construction NW, Inc.
Today	Accept Construction

## **IV. IMPACT**

A. **Service/Delivery:** This project provides for better access to the Lakeshore Trunk sewer line which has the potential to reduce costs to operate and maintain the sewer line.

B. **Fiscal:** Estimated costs for the project are shown below.

#### **Current Project Budget:**

Wastewater CIP	<u>\$1,960,000</u>
Total Funding	\$1,960,000

#### **Estimated Project Costs:**

Right-of-Way	\$1,554,484
Design Phase	187,029
Construction Phase	<u>236,775</u>
Total Estimated Project Cost	\$1,978,288

Budget Difference*	(\$-18,288)
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Transfer from Wastewater CIP	18,288
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**V. ALTERNATIVES TO STAFF RECOMMENDATION**

None.

**VI. TIME CONSTRAINTS**

Following project acceptance, in accordance with RCW 60.28, the contract retainage will be released upon receipt of clearances from the Washington State Departments of Revenue and Labor and Industries, and a mandatory 45-day waiting period for filing claims and liens.

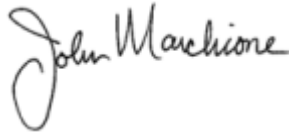
**VII. LIST OF ATTACHMENTS**

A. Vicinity Map



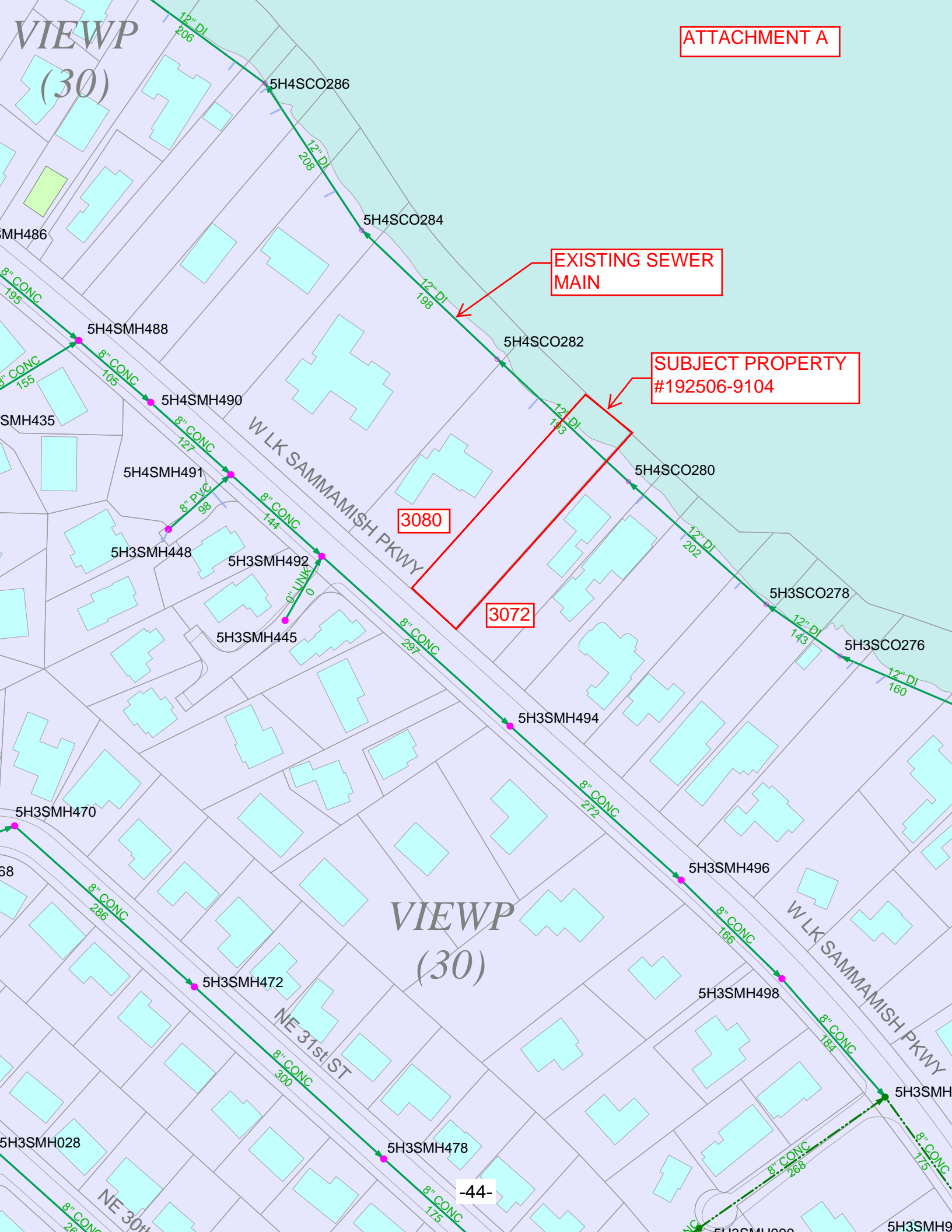
\_\_\_\_\_  
**Linda De Boldt, Director of Public Works**

**11/23/2016**  
**Date**



Approved for Agenda \_\_\_\_\_  
**John Marchione, Mayor**

**11/23/2016**  
**Date**



EXISTING SEWER  
MAIN

SUBJECT PROPERTY  
#192506-9104

3080

3072

VIEWP  
(30)



**MEMO TO:** Members of the City Council

**FROM:** Mayor John Marchione

**DATE:** December 6, 2016

**SUBJECT:** Adoption of Resolution Updating Land Use Fees

**I. RECOMMENDED ACTION**

Adoption of a resolution to increase appeals fees to \$500.00 and a new hourly reapplication review fee of \$122.78.

**II. DEPARTMENT CONTACTS**

Rob Odle, Director, Planning and Community Development, 425-556-2417

Steven Fischer, Manager, Development Review, 425-556-2432

David Lee, Senior Planner, 425-556-2462

**III. DESCRIPTION/BACKGROUND**

Staff is proposing two separate changes to the 2017 fee schedule. The first change is to increase the appeal fee from the current \$0.00 to \$500.00. The second proposed change is to introduce a new hourly review fee for expired land use permits. The Planning Fee Schedule was adopted in 2011 by Resolution No. 1364 with the appeal fee listed as \$0.00. Ordinance No. 1480 establishes that all administrative fees shall be adopted through a resolution by the City Council. Any fee increase greater than the Consumer Price Index (CPI) adjustment, or any increase at any time other than the annual fee increase review, would also require a resolution. Since any reasonable increase from the current \$0.00 fee would be greater than the CPI, it requires a separate resolution from the annual fee schedule adoption.

Staff is proposing an increase of appeal fees from \$0.00 to \$500.00 in order to recover costs associated in processing land use appeals. The appeal fee will be refunded to the appellant if the appellant prevails. Additionally, if the appellant withdraws the appeal, the fee will not be refunded, as review work will have already commenced.

Staff was asked at the November 1, 2016, meeting how much time was involved in the review and processing of an appeal. As reported back at the November 7, 2016, Planning and Public Works (P2W) committee meeting, staff has found that the amount of time necessary to process an appeal varies on the type of project. On average, a smaller project (like a residential short plat) appeal takes approximately 15.5 hours to review and process. A larger residential plat appeal requires approximately 25 hours to review and process. Large commercial or multi-family projects take an approximate 52 hours for the review and process of an appeal. The aforementioned hours involved in the

review/process only include the review time of the lead planner assigned to the project. Other reviewers, such as storm water, engineering, utilities, transportation, manager, administrative staff, and public notice preparation are not included in these estimates. The inclusion of all staff time would likely increase the hours required to review an appeal quite dramatically.

Translating the amount of hours a planner requires to prepare an appeal into a dollar figure (\$122.78/hr) are as follows:

Small Sized Project (i.e short plat) - \$1,903.09

Medium Sized Project (i.e. plat) - \$3,069.50

Large Sized Project (i.e. Multi-family/Commercial) - \$6,384.56

Neighboring jurisdiction have appeals fees as follows:

Bellevue	\$0.00
Sammamish	\$250.00
Woodinville	\$1,650.00
Kirkland	\$215.00
Bothell	\$1,500.00
Renton	\$250.00
Newcastle	\$911.00
Issaquah	\$518.26

The average appeal fee is \$661.78, excluding the City of Redmond. Some jurisdictions (such as Sammamish and Newcastle) require that the appellant also cover the cost of staff review (hourly) and the Hearing Examiner's fee. The resolution presented requires a flat fee of \$500.00 only.

Staff is also recommending a new hourly fee for the reapplication of expired land use applications. Currently, when a land use application is expired and an applicant wishes to reapply for their application, the applicant must complete a new application and pay all applicable fees as if it were a new application. This fee would only be applicable to expired applications within a year of the expiration. It is intended that the applicable applications were projects close to being approved. Staff does not anticipate that the frequency of requests will be great as it is a rare occurrence to begin with. Staff believes that this is an equitable solution for project applications in this type of circumstance.

As mentioned, the applicants will be paying an hourly fee for the reapplication review of their project. The proposed hourly fee is \$122.78/hr, and is based on the dollar amount per hour (used by Finance) when calculating the fee (the average hourly billable hour of each review discipline) for a Site Plan Entitlement. The City will bill the applicant monthly, and will not require an upfront deposit.

Staff recommends approving the resolution to increase the appeal fees to \$500.00 with the yearly fee schedule adoption at the December 6, 2016, City Council meeting. Additionally, staff recommends approving the resolution to establish a fee of \$122.78/hr for the reapplication review of applications that have been expired within a year of the expiration.

**Council Actions/Communication**

<b>Date</b>	<b>Action/Committee Presentation</b>
October 11, 2016	Public Works & Planning Committee (Appeal Fee Only)
November 1, 2016	City Council-Staff Report
November 7, 2016	Public Works & Planning Committee
December 6, 2016	City Council – Consent Agenda

**IV. IMPACT**

A. **Service/Delivery**: The proposed resolution may decrease service/delivery times as the fee may deter appeals, therefore increasing staff availability for other projects.

B. **Fiscal**: The proposed resolution may have a direct fiscal impact. The proposed resolution helps defer City costs to process land use appeals if the City land use action is upheld. If the appellant prevails, the proposed \$500.00 appeal fee would be refunded to the appellant. The hourly review fee of reapplication permits may also have a direct fiscal impact. Expired permits are currently required to pay the full Site Plan Entitlement fee which ranges from \$15,772.37 to \$19,207.99 dependent on the project details and situation. From past projects, it is estimated that the completion of review by staff may take approximately 40 hours for an expired permit. At \$122.78/hr, that would equate to \$4,911.20.

**V. ALTERNATIVES TO STAFF RECOMMENDATION**

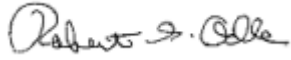
1. Do not adopt the staff recommendations. This will result in the continued non-cost recovery of appeals. This action would also require applicants of expired permits to pay all new land use fees.
2. Remand the resolution back to staff to adjust the fee or conditions of the resolution. This will result in a delay in fee adoption, which may result in the non-collection of an appeal fee, if one were to be filed prior to the adoption of this resolution. Additionally, customers wishing to reapply for an expired permit may be required to pay the full land use permit fee.

**VI. TIME CONSTRAINTS**

Staff would like the Council to consider adopting the resolution with the yearly fee schedule adoption at the December 6, 2016.

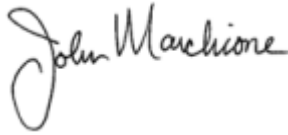
## VII. LIST OF ATTACHMENTS

Attachment A- Resolution



\_\_\_\_\_  
Robert G. Odle, Director of Planning and Community  
Development

11/22/2016  
Date



Approved for Agenda \_\_\_\_\_

**John Marchione, Mayor**

11/22/2016  
Date



**CITY OF REDMOND**  
**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF REDMOND, WASHINGTON, ADOPTING A PERMIT FEE  
FOR THE REVIEW AND PROCESSING OF LAND USE  
APPEALS; AND ADOPTING AN HOURLY FEE FOR THE  
REVIEW OF THE REAPPLICATION OF AN EXPIRED  
PERMIT

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WHEREAS, Ordinance No. 1480 of the City of Redmond provides  
that all administrative fees will be set by Council resolution;  
and

WHEREAS, Resolution No. 1364, passed by the City Council on  
August 16, 2011, established a Planning and Building schedule of  
fees, charges, and penalties for various applications submitted to  
the City for various services and materials provided by the City;  
and

WHEREAS, the City Council has also determined that such fees,  
charges, and penalties should reflect the City's costs of  
providing services, and that department directors should be  
allowed to raise the fees administratively on an annual basis in  
an amount not exceeding the consumer price index in order to  
recapture the City's costs; and

WHEREAS, the current land use appeal fee is \$0.00; and

WHEREAS, in an effort to reclaim a portion of the costs associated to the review and processing of land use appeal fees, staff recommends the adoption of a \$500.00 fee; and

WHEREAS, the current policy requires the reapplication of expired permits, which entails new application fee(s) and review process; and

WHEREAS, in order to reach a more equitable solution to the reapplication of expired permits, staff recommends the adoption of a \$122.78 an hour review rate.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Appeal Fee Adopted. An appeal fee of \$500.00 shall be collected with any land use appeal application. The \$500.00 fee shall be refunded to the appellant in the event that the appellant prevails. If the appellant withdraws the appeal, the fee will not be refunded.

Section 2. Expired Land Use Permit Hourly Review Fee. An hourly review fee \$122.78/hr shall be collected by the City from the applicant of an expired permit when a reapplication of the expired permit is made within one-year of expiration date. The City will bill the applicant monthly, and will not require a deposit.

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
MAYOR, JOHN MARCHIONE

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
MICHELLE M. HART, MMC, CITY CLERK

(SEAL)

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO:



**MEMO TO:** Members of the City Council

**FROM:** Mayor John Marchione

**DATE:** December 6, 2016

**SUBJECT:** Approval of Human Services Commission Appointment: Antoinette Smith

**I. RECOMMENDED ACTION**

Appoint Antoinette Smith to the Human Services Commission.

**II. DEPARTMENT CONTACTS**

Mayor John Marchione, 425-556-2101

**III. DESCRIPTION/BACKGROUND**

An opening exists for a Redmond resident on the Human Services Commission due to Kellen Baker's resignation.

I recommend that Antoinette Smith be appointed to the Human Services Commission. She is highly qualified, and I believe she would be an excellent addition to the commission. She would complete Kellen Baker's term, which expires March 31, 2017.

Antoinette Smith was interviewed by the Redmond City Council on November 29, 2016.

**IV. IMPACT**

A. **Service/Delivery:** None.

B. **Fiscal:** None.

**V. ALTERNATIVES TO STAFF RECOMMENDATION**

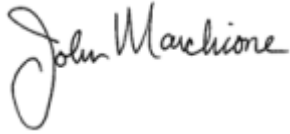
The City Council could choose not to confirm the appointment, in which case the Mayor would continue to interview candidates for the open seat.

**VI. TIME CONSTRAINTS**

None.

**VII. LIST OF ATTACHMENTS**

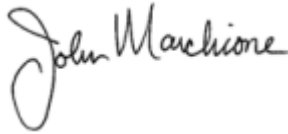
None.



**11/22/2016**  
**Date**

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**John Marchione, Mayor**



**11/22/2016**  
**Date**

Approved for Agenda \_\_\_\_\_

**John Marchione, Mayor**



**MEMO TO:** Members of the City Council

**FROM:** Mayor John Marchione

**DATE:** December 6, 2016

**SUBJECT:** Approval of City of Redmond 2017 State Legislative Agenda

**I. RECOMMENDED ACTION**

Approve the City of Redmond 2017 State Legislative Agenda

**II. DEPARTMENT CONTACTS**

Jane Christenson, Deputy City Administrator, (425) 556-2107  
Nina Rivkin, Chief Policy Advisor, (425) 556-2103

**III. DESCRIPTION/BACKGROUND**

Each year the City Council approves a State Legislative Agenda to identify the City's priorities for the upcoming State Legislative Session. The legislative agenda guides the City's work with our area legislators and day-to-day work before and during the session. The legislative agenda includes the City's top priority issues and other issues the City supports or opposes.

The City Council was provided an overview of the upcoming legislative session by State Lobbyist Doug Levy on August 9, 2016, and also reviewed top priority legislative issues. The City Council reviewed a draft 2017 Legislative Agenda on November 15, 2016, and supported the legislative agenda as drafted.

**IV. IMPACT**

A. **Service/Delivery:** Council approval of an annual legislative agenda provides direction for the City's legislative efforts for the upcoming year.

B. **Fiscal:** None.

**V. ALTERNATIVES TO STAFF RECOMMENDATION**

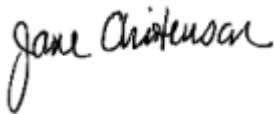
The City Council recommended approval of the draft 2017 State Legislative Agenda at the November 15, 2016, Council meeting.

## **VI. TIME CONSTRAINTS**

Council approval of the 2017 State Legislative Agenda will guide City work for the remainder of this year and next year.

## **VII. LIST OF ATTACHMENTS**

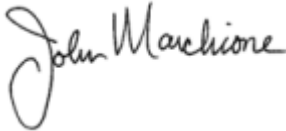
- A. City of Redmond 2017 State Legislative Agenda
- B. November 15, 2016 Council Agenda Memo, Draft City of Redmond 2017 State Legislative Agenda



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**Jane Christenson, Deputy City Administrator**

**11/28/2016**  
**Date**



Approved for Agenda \_\_\_\_\_  
**John Marchione, Mayor**

**11/29/2016**  
**Date**

**CITY OF REDMOND**  
**2017 STATE LEGISLATIVE AGENDA**

***Top Priority Issues***

- **Connecting Washington Transportation Projects:**

- ***Expedite Funding for the Overlake Access Ramp - \$68M***

- Connecting Washington funding for this project does not begin until 2019 and is spread out over 3 biennia. In 2012, the Legislature appropriated \$2.5M for preliminary engineering, which is scheduled for completion in June 2017.

- The City is seeking to expedite project funding as follows:

- 2017-2019: Final Engineering and Right-of-Way (ROW), \$40.7M
    - 2019-2021: Construction, \$27.3M

- ***Expedite Funding for the SR 520 Regional Trail Grade Separation at 40<sup>th</sup> Street - \$8.6M***

- Connecting Washington provided \$2.4M in 2015-2017 and \$8.6M in “future biennia” for this project. The City is seeking this funding in the 2017-2019 Transportation Budget. Preliminary engineering is anticipated to be substantially complete and Right-of-Way acquired by June 2017, and the remainder of the funding is needed to complete the project.

- **Affordable Housing:** Redmond will actively work with the Association of Washington Cities, and other jurisdictions and stakeholders to increase the supply of affordable housing and the level of affordability in communities across the Puget Sound Region. Towards this end, the City will actively seek options to increase supply and increase funding, including:

- State Housing Trust Fund: Significantly increase funding in the 2017-2019 Capital Budget.
    - Document Recording Fee: Extend and increase the surcharge for affordable housing.

- **Fund and Safeguard State Revenues to Better Enable Cities to Address Community Needs:** Redmond will join the Association of Washington Cities, cities, counties and others to:

- Property Tax Limitation: Adjust the 1% annual growth limitation on property tax under Initiative 747 to an inflationary index that better allows governments to keep pace with their costs.
  - Liquor Profit Revenues: Remove the statutory cap on liquor revolving account (“liquor profit”) revenues distributed to cities and counties, with a set-aside of restored funds for criminal justice and public safety.
  - FAST Act Revenue: Revise the distribution of federal *Fixing America’s Surface Transportation Act* funding from 64% for state highways and 34% for local transportation (roads, bridges, transit, ferries & non-motorized) to a more equitable distribution between state and local governments.
  - Infrastructure Funding: Develop proposals for financing basic infrastructure in local communities, including water, sewer, stormwater, and transportation (Public Works Assistance Account, Model Toxics Control Act, and WA Wildlife and Recreation Program and others).
  - “State-Shared” Revenues and Operating/Capital Budgets: Protect “state-shared” revenues and fund programs that are critical for Redmond and other local governments:
    - Basic Law Enforcement Academy Training (BLEA)
    - Municipal Services Research Center (MSRC)
    - Fraud/Identity Theft Prevention Task Forces
    - Auto Theft Prevention Program
    - Capital Improvements to the Fire Training Academy in North Bend



## ***Support/Oppose Issues***

### ***General Government***

- Human services, mental health and homelessness: Support initiatives to add services, shelters, and beds to help local communities address growing mental health and homelessness problems. Advance the Redmond Community Homelessness Task Force recommendations, including DSHS/Workforce Development Council job training/placement, mental health system funding, easier access to Community Housing Grant (CHG) and Housing Support Program (HSP) funds, and preserving the Housing and Essential Needs (HEN) program. In addition, Redmond supports the Eastside Human Services Forum (EHSF) legislative agenda.
- Public Records Act (PRA): Redmond is committed to public records openness and transparency. Redmond, along with the AWC and others, supports modest reforms of the PRA to:
  - Provide an alternative dispute resolution option for resolving conflicts over burdensome requests.
  - Enable cost recovery for requests of electronic records and for records that will be used for a commercial purpose.
  - Ensure a request for “all” or “substantially all” of an Agency’s data-base or records does not constitute an identifiable record.
  - Incentivize public agencies to use web-based and open-portal tools to provide public records
- Hi-Tech Industry: The City and the Washington Tech Cities Coalition (WTC<sup>2</sup>) support initiatives that enhance competitiveness and invest in education and infrastructure to support hi-tech. These initiatives include, but are not limited to targeted Research and Development (R&D) tax incentives that can help our state keep growing sectors such as space, bio-medical and life sciences.
- Pension enhancements and system mergers: Redmond opposes pension enhancements or mergers of pension systems that would add new costs to local government.

### ***Environment***

- State “Product Stewardship” program: Support adding new elements to the program, which uses manufacturer-financed initiatives to encourage environmentally responsible recycling of items.
- “Waters of the State” proposal: Ensure that any proposed infrastructure investment package for water supply, stormwater, and flood control ensures equity between where taxes and fees are collected and where they are invested.
- WRIA 8 and Related Funding: Support funding for habitat, floodplain and watershed projects.

### ***Law Enforcement/Criminal Justice***

- Property crimes: Address the rapid rise in property crimes occurring in the City and state by providing a comprehensive legislative approach that blends increased penalties with better support services for low-level repeat offenders.
- Driving Under the Influence (DUI): Support legislation to make the fourth DUI offense a felony. Under current state law, DUI offenses are not a felony until the fifth offense has been committed.
- Statewide re-licensing program for Driving While License Suspended (DWLS) offenders: Support a statewide re-licensing program to enable repeat offenders to pay back their fines over time, while allowing local jurisdictions that already have a re-licensing program to maintain their program.

## CITY OF REDMOND

### 2017 STATE LEGISLATIVE AGENDA

#### **Guiding Principles:**

The City has adopted the following principles to guide the City's Legislative Agenda:

- **Protect home rule and local authority:** The Legislature should refrain from pre-empting the authority of local cities and communities which are closest to the citizens they serve.
- **Refrain from imposing unfunded or "under-funded" mandates:** It is important that the Legislature refrain from imposing new unfunded or "under-funded" mandates upon local jurisdictions unless there is adequate funding provided to implement them.
- **The state should not erode local revenues and local taxing authority:** As "creatures of the state," cities in Washington have only the taxing and revenue authority directly provided to them by the State Legislature. It is vital that lawmakers refrain from making decisions that erode or eliminate those revenues and the local taxing authority that is given to cities.
- **The state should preserve Operating, Capital, and Transportation budget funding that flows to cities:** Redmond urges the Legislature to refrain from cutting or eliminating operational and infrastructure funding for Redmond and other cities.
- **The Legislature should reward jurisdictions that step up to implement the policy goals developed by the state, as it exercises its decision-making, particularly in grant and loan programs:** Redmond is an example of a city doing the right things to implement the Growth Management Act (GMA), accommodate density, ensure the urban centers of downtown and Overlake are conducive to "transit-oriented" and pedestrian-friendly development, embrace "green building", climate-change and Vehicle Miles Traveled (VMT) strategies, etc. As it makes funding and policy decisions regarding grant and loan programs, the state should find ways to reward jurisdictions, such as Redmond, that carry out and embrace these policy objectives.



**MEMO TO:** Members of the City Council

**FROM:** Mayor John Marchione

**DATE:** November 15, 2016

**SUBJECT:** City of Redmond Draft 2017 State Legislative Agenda

**I. RECOMMENDED ACTION**

Review and provide input on the City of Redmond Draft 2017 State Legislative Agenda

**II. DEPARTMENT CONTACTS**

Jane Christenson, Deputy City Administrator, (425) 556-2107

Nina Rivkin, Chief Policy Advisor, (425) 556-2103

Doug Levy, State Lobbyist, (425) 922-3999

**III. DESCRIPTION/BACKGROUND**

The Council will review a Draft 2017 State Legislative Agenda, including Top Priority Issues and issues the City proposes to support or oppose during the 2017 legislative session (provided in Attachment 1).

**Top Priority Issues**

On August 9, 2016, Doug Levy, the City's State Lobbyist, provided the Council with an overview of the upcoming 2017 session of the State Legislature and reviewed proposed top priority issues for the 2017 legislative session. A one-page summary of each of the proposed top priority issues was provided to the Council and is also attached to this staff report.

The Council supported the following four top priority issues:

- Expedite Funding for the Overlake Access Ramp
- Expedite Funding for the SR 520 Regional Trail Grade Separation at 40<sup>th</sup> Street
- Increase Funding for Affordable Housing
- Fund and Safeguard State Revenues

The only change that is being proposed to the Top Priority Issues is to broaden the Affordable Housing issue as follows:

- Title: "*Affordable Housing*" instead of "*Increase Funding for Affordable Housing*"

- Broaden the Scope: Include in the language “options” to increase the supply of affordable housing in addition to increase funding for affordable housing. Discussions are ongoing with the Association of Washington Cities (AWC) and other stakeholders on the best options to advance to address affordable housing. Providing the City with flexibility in the options to advance will support the City’s goals of increasing the supply of affordable housing and the level of affordability.

### **Support/Oppose Issues**

Following is a summary of proposed support and oppose issues included in the Draft 2017 State Legislative Agenda. The City’s 2016 State Legislative Agenda is provided in Attachment 2 for Council reference.

#### *General Government*

- Human services, mental health and homelessness: 2016 item
- Public Records Act (PRA): deleted language relating to police body camera videos as the Legislature addressed this in 2016; added language to ensure that a request for “all” or “substantially all” of an agency’s records does not constitute an identifiable record
- Hi-Tech Industry: revised to provide support for targeted re-establishment of Research and Development incentives to support growth of key sectors (i.e. space, bio-medical, life sciences)
- Pension enhancements and system mergers: 2016 item

#### *Environment*

- State Product Stewardship: 2016 item
- “Waters of the State” proposal: 2016 item
- WRIA 8 and Related Funding: support funding for habitat, floodplain and watershed projects

#### *Law Enforcement/Criminal Justice*

- Property Crimes: 2016 item
- Driving Under the Influence (DUI): 2016 item
- Statewide Re-Licensing Program for Driving While License Suspended: 2016 item

The following items from the City’s 2016 Legislative Agenda have been removed as there is no bill being pursued or the Legislature has addressed the item:

- Recreational Immunity (on Multi-Purpose Trails)
- Deferred Compensation Plans
- Water Conservation
- Puget Sound Partnership, Action Agenda
- Marijuana Regulation
- Fireworks Ban

A number of legislative documents are attached to the staff report that may be of interest to the Council. Among these is a Sound Cities Association (SCA) Draft 2017 Legislative Agenda. This is the first year SCA has proposed a legislative agenda; and at the November Public Issues Committee (PIC) meeting, they will consider adoption of an agenda with three items – adjust the property tax cap, fund basic public health services, and address housing and homelessness.

Also attached is the Association of Washington Cities (AWC) 2017 Legislative Session City Priorities; these priorities all align with the City’s legislative priorities.

#### **IV. IMPACT**

A. **Service/Delivery**: Council adoption of an annual legislative agenda provides direction for the City’s legislative efforts for the upcoming year.

B. **Fiscal**: None

#### **V. ALTERNATIVES TO STAFF RECOMMENDATION**

Staff will revise the Draft 2017 Legislative Agenda based on feedback provided by the City Council at the November 15, 2016, Council meeting.

#### **VI. TIME CONSTRAINTS**

City Council adoption of a 2017 Legislative Agenda is scheduled for the December 6, 2016, Council meeting.

#### **VII. LIST OF ATTACHMENTS**

1. City of Redmond Draft 2017 State Legislative Agenda
2. City of Redmond 2016 State Legislative Agenda
3. CONNECTING WASHINGTON Transportation Projects, Overlake Access Ramp and SR 520 Regional Trail Grade Separation at 40<sup>th</sup> Street Summaries and Map
4. Fund and Safeguard State Revenues Summary
5. Eastside Human Services Forum: 2017 State Legislative Agenda
6. Sound Cities Association (SCA) Draft 2017 Legislative Agenda
7. Association of Washington Cities (AWC) 2017 Legislative Session City Priorities

*John Marchione*

11/07/2016

Date

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**John Marchione, Mayor**

*John Marchione*

11/07/2016

Date

Approved for Agenda

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**John Marchione, Mayor**

**CITY OF REDMOND**  
**DRAFT 2017 STATE LEGISLATIVE AGENDA**

***Top Priority Issues***

- **Connecting Washington Transportation Projects:**

- Expedite Funding for the Overlake Access Ramp - \$68M***

- Connecting Washington funding for this project does not begin until 2019 and is spread out over 3 biennia. In 2012, the Legislature appropriated \$2.5M for preliminary engineering, which is scheduled for completion in June 2017.

- The City is seeking to expedite project funding as follows:

- 2017-2019: Final Engineering and Right-of-Way (ROW), \$40.7M
    - 2019-2021: Construction, \$27.3M

- Expedite Funding for the SR 520 Regional Trail Grade Separation at 40<sup>th</sup> Street - \$8.6M***

- Connecting Washington provided \$2.4M in 2015-2017 and \$8.6M in “future biennia” for this project. The City is seeking this funding in the 2017-2019 Transportation Budget. Preliminary engineering is anticipated to be substantially complete and Right-of-Way acquired by June 2017, and the remainder of the funding is needed to complete the project.

- ~~Increase Funding for Affordable Housing:~~ Redmond will actively work with the Association of Washington Cities, and other jurisdictions and stakeholders to increase the supply of affordable housing and the level of affordability in communities across the Puget Sound Region. Towards this end, the City will actively seek options to increase supply and an increase in funding, including via:

- State Housing Trust Fund: Significantly increase funding in the 2017-2019 Capital Budget.
    - Document Recording Fee: Extend and increase the surcharge for affordable housing.

- **Fund and Safeguard State Revenues to Better Enable Cities to Address Community Needs:** Redmond will join the Association of Washington Cities, cities, counties and others to:

- Property Tax Limitation: Adjust the 1% annual growth limitation on property tax under Initiative 747 to an inflationary index that better allows governments to keep pace with their costs.
  - Liquor Profit Revenues: Remove the statutory cap on liquor revolving account (“liquor profit”) revenues distributed to cities and counties, with a set-aside of restored funds for criminal justice and public safety.
  - FAST Act Revenue: Revise the distribution of federal *Fixing America’s Surface Transportation Act* funding from 64% for state highways and 34% for local transportation (roads, bridges, transit, ferries & non-motorized) to a more equitable distribution between state and local governments.
  - Infrastructure Funding: Develop proposals for financing basic infrastructure in local communities, including water, sewer, stormwater, and transportation (Public Works Assistance Account, Model Toxics Control Act, and WA Wildlife and Recreation Program and others).
  - “State-Shared” Revenues and Operating/Capital Budgets: Protect “state-shared” revenues and fund programs that are critical for Redmond and other local governments:
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    - Municipal Services Research Center (MSRC)
    - Fraud/Identity Theft Prevention Task Forces
    - Auto Theft Prevention Program
    - Capital Improvements to the Fire Training Academy in North Bend

## ***Support/Oppose Issues***

### ***General Government***

- Human services, mental health and homelessness: Support initiatives to add services, shelters, and beds to help local communities address growing mental health and homelessness problems. Advance the Redmond Community Homelessness Task Force recommendations, including DSHS/Workforce Development Council job training/placement, mental health system funding, easier access to Community Housing Grant (CHG) and Housing Support Program (HSP) funds, and preserving the Housing and Essential Needs (HEN) program. In addition, Redmond supports the Eastside Human Services Forum (EHSF) legislative agenda.
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- Hi-Tech Industry: The City and the Washington Tech Cities Coalition (WTC<sup>2</sup>) support initiatives that enhance competitiveness and invest in education and infrastructure to support hi-tech. These initiatives include, but are not limited to targeted Research and Development (R&D) tax incentives that can help our state keep growing sectors such as space, bio-medical and life sciences.
- Pension enhancements and system mergers: Redmond opposes pension enhancements or mergers of pension systems that would add new costs to local government.

### ***Environment***

- State “Product Stewardship” program: Support adding new elements to the program, which uses manufacturer-financed initiatives to encourage environmentally responsible recycling of items.
- “Waters of the State” proposal: Ensure that any proposed infrastructure investment package for water supply, stormwater, and flood control ensures equity between where taxes and fees are collected and where they are invested.
- WRIA 8 and Related Funding: Support funding for habitat, floodplain and watershed projects.

### ***Law Enforcement/Criminal Justice***

- Property crimes: Address the rapid rise in property crimes occurring in the City and state by providing a comprehensive legislative approach that blends increased penalties with better support services for low-level repeat offenders.
- Driving Under the Influence (DUI): Support legislation to make the fourth DUI offense a felony. Under current state law, DUI offenses are not a felony until the fifth offense has been committed.
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## CITY OF REDMOND

### 2017 STATE LEGISLATIVE AGENDA

#### **Guiding Principles:**

The City has adopted the following principles to guide the City's Legislative Agenda:

- **Protect home rule and local authority:** The Legislature should refrain from pre-empting the authority of local cities and communities which are closest to the citizens they serve.
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- **The state should not erode local revenues and local taxing authority:** As "creatures of the state," cities in Washington have only the taxing and revenue authority directly provided to them by the State Legislature. It is vital that lawmakers refrain from making decisions that erode or eliminate those revenues and the local taxing authority that is given to cities.
- **The state should preserve Operating, Capital, and Transportation budget funding that flows to cities:** Redmond urges the Legislature to refrain from cutting or eliminating operational and infrastructure funding for Redmond and other cities.
- **The Legislature should reward jurisdictions that step up to implement the policy goals developed by the state, as it exercises its decision-making, particularly in grant and loan programs:** Redmond is an example of a city doing the right things to implement the Growth Management Act (GMA), accommodate density, ensure the urban centers of downtown and Overlake are conducive to "transit-oriented" and pedestrian-friendly development, embrace "green building", climate-change and Vehicle Miles Traveled (VMT) strategies, etc. As it makes funding and policy decisions regarding grant and loan programs, the state should find ways to reward jurisdictions, such as Redmond, that carry out and embrace these policy objectives.

**CONNECTING WASHINGTON Transportation Projects**  
**Overlake Access Ramp**  
**Redmond, WA**

**Project description**

This project will provide a direct access ramp from SR 520 going under 148<sup>th</sup> Ave. NE to Overlake Village.

**Project Status**

In 2012, the Legislature appropriated \$2.5M for preliminary engineering, which is scheduled to be complete in June 2017. The remaining project funding, provided in Connecting Washington, does not begin until 2019 and is spread out over 3 biennia.

**City Request**

Expedite Funding of Overlake Access Ramp - \$68M

The City is seeking to expedite project funding as follows:

- \$40.7M in 2017-19: Design and ROW (*ROW acquisition anticipated to take up to 2 years*)
- \$27.3M in 2019-21: Construction

**Rational for City Request**

- *Project Readiness:* Per WSDOT, preliminary engineering will be complete by the end of the current biennium (by June 2017) and the project will be ready for the next phase of work, ROW acquisition
- *Design-Build Approach:* WSDOT plans to design and construct the project using a “design-build” contracting approach; it makes little sense to spread funding out over a three biennia period of time for a design-build approach to the project
- *Cost Savings:*
  - WSDOT and City staff have already worked on “practical design” and WSDOT identified savings
  - Year of expenditure (YOE) costs will be reduced with an expedited schedule due to inflation savings
- *ROW Acquisition:*
  - Dynamic real estate investment environment in Overlake (Global Innovation Exchange [GIX], Microsoft development)
  - ROW likely to be less costly the earlier it can be acquired; anticipated to take 2 years due to likely condemnation proceedings
- *Ramp Construction Conflict with Sound Transit Light Rail in Overlake:*
  - Current schedule would have ramp construction begin when LR service starts 2023 (disruption)
  - Moving up the project will align it with ST work to construct two Light Rail stations in Overlake
  - Construction of the ramp would begin once stations have been completed at the end of 2019
- *Esterra Park Development:*
  - Esterra Park, consisting of commercial and residential development, including affordable housing, is expected to be complete by 2020
  - This development will bring even more people into Overlake, adding to congestion
  - Access ramp will facilitate movement to and from Overlake
- *Potential for City to Front-Fund Costs:* The City is exploring the idea of front-funding the remaining costs (\$68M) to allow the project to proceed with final design, right-of-way acquisition, and construction *if* funding for the project is not provided in the 2017-2019 Transportation Budget; the Legislature would need to authorize guaranteed reimbursement and the City would need to enter an agreement with WSDOT

**CONNECTING WASHINGTON Transportation Projects  
SR 520 Regional Trail Grade Separation at 40<sup>th</sup> Street  
Redmond, WA**

**Project description**

This project will improve safety and operations for all users at the intersection of the SR 520 Regional Trail and 40<sup>th</sup> Street by grade separating non-motorized uses from vehicle traffic, with a tunnel underneath 40<sup>th</sup> Street for pedestrians and bicyclists.

**Project Status**

Connecting Washington included \$10.7M for this project, with \$2.425M in 2015-2017 and \$8.275M to be allocated in “*future biennia*”. The City is building this project and WSDOT will take ownership upon project completion, as the project is located within WSDOT right-of-way. The City has hired a consultant for preliminary engineering/design. Preliminary engineering/design will be substantially complete and Right-of-Way acquired by June 2017.

**City Request**

The City is seeking remaining project funding, \$8.275M in the 2017-2019 Transportation Budget to construct the project.

**Rational for City Request**

Funding in the 2017-2019 Transportation Budget will address a needed safety and congestion improvement:

- A high volume of pedestrians and bicyclists use the at-grade trail crossing, conflicting with both through and turning traffic on NE 40<sup>th</sup> Street, contributing to excessive delays on NE 40<sup>th</sup> Street and queuing onto the freeway.
- A substantial increase in bicycle commuters is expected on the trail through this intersection when the SR 520 Regional Trail is completed in 2017 and the trail extends from the University of Washington to downtown Redmond.
- Microsoft’s highest pedestrian/bicycle non-motorized project in the area is the grade separation of pedestrian/bicyclists from vehicular traffic.





**SR 520 Trail Grade Separation at NE 40th St.**



**Overlake Access Ramp**



800 400 0 800 Ft

**LEGEND**

- Proposed Overlake Access Ramp (OAR)
- Trail Grade Separation at NE 40th St.
- East Link Light Rail (2023)
- Light Rail Station (2023)
- Area reliant on the OAR for growth
- Area benefits from the OAR for current & future growth
- Overlake Urban Center



**City of Redmond 2017 Legislative Agenda – Top Priority Issue**  
**FUND AND SAFEGUARD STATE REVENUES**

**Property Tax Limitation**

*Adjust the 1% annual growth limitation on property tax under Initiative 747 to an inflationary index that better allows governments to keep pace with their costs.* This is an issue of concern to cities and counties throughout the state. The Washington State Association of Counties (WSAC), joined by the Association of Washington Cities (AWC) and many cities and counties is advocating for an inflationary and population growth index instead of a 1% property tax growth cap.

**Liquor Profit Revenues**

*Remove the statutory cap on liquor revolving account (“liquor profit”) revenues distributed to cities and counties, with a set-aside of restored funds for criminal justice and public safety.*

A proposal is under discussion to remove the cap on liquor revenue and set-aside 60% of the revenue for criminal justice and public safety. This proposal is based on state law that authorizes counties to seek voter approval for up to a 0.2% sales tax increase, with 60% of revenue generated from the measure dedicated to law enforcement and 40% distributed on a per capita basis to cities.

**FAST Act Revenue**

*Revise the distribution of federal Fixing America’s Surface Transportation Act funding from 66% for state highways and 34% for local transportation (roads, bridges, transit, ferries and non-motorized) to a more equitable distribution between state and local governments.*

The FAST Act enacted late last year by Congress secures federal highway and transit programs for the next five years, from 2016-2020. The State expects to receive \$2 billion more than anticipated in federal funds by 2031 and more than forecasted in the 16-year *Connecting Washington* transportation package.

In the past, 66% of these funds have been invested in state highways and 34% have been used for local transportation. A lot has changed since this distribution policy was adopted in 1991; the local share of gas tax revenue has been significantly less while local jurisdictions are maintaining more. The Governor has convened a group to make recommendations on the distribution of FAST Act funds. This group consists of state transportation leaders, regional planning organizations, cities, counties, ports and transit agencies; Mayor Marchione represents larger Metropolitan Planning Organizations.

**Infrastructure Funding**

*Develop proposals for financing basic infrastructure in local communities, including water, sewer, stormwater and transportation (Public Works Assistance Account, Model Toxics Control Act, Washington Wildlife and Recreation Program, and others).*

Of the State’s programs for financing basic infrastructure, one of the oldest is the Public Works Assistance Accounts (PWAA), first established in 1985. The PWAA has suffered cuts and transfers totaling over \$1 billion the last several years.

The Legislature and stakeholder groups are also evaluating a “Washington Waters” idea for new infrastructure funding for water, stormwater and flood control purposes. Additionally, the Legislature has directed the State Office of Financial Management to look at more sustainable ways of financing the Model Toxics Control Act, which among other things, has been used to for stormwater management and cleanup projects.

### **State-Shared Revenues and Operating/Capital Budgets**

*Protect State-Shared revenues and fund programs that are critical for Redmond and other local governments:*

- **Basic Law Enforcement Academy Training (BLEA):**

Under the current budget, there is enough funding for 10 Basic Law Enforcement Academy training classes at the Criminal Justice Training Commission, which provides training for 300 new officers per year (30 officers per class). However, the training need is for 18 classes to train 540 new officers. A supplemental budget appropriation of \$2.4M is being sought early in the 2017 Legislative Session for an additional 8 training classes. Without these additional classes, the wait for training could grow from 4-6 months to over a year.

Given the competitive environment for law enforcement officers, Redmond hires new police officers regardless of delays getting into the Academy for basic training. The City pays these officers while waiting for them to attend training. New officers are confined to a police station, ride-alongs or administrative tasks, conducting job tasks short of their classifications and abilities, while waiting for training. It then takes 8 months to complete basic training and Redmond training.

Delay in training impacts the Redmond Police Department RPD). Due to officer shortages, RPD has shut down non-essential but highly productive units in order to reassign officers to patrol, and pays overtime to cover patrol shifts that need coverage. Officers need to be properly and timely trained so they are in the field, not sitting behind a desk.

- **Municipal Services Research Center (MSRC):**

The 2016 Supplemental Operating Budget preserved a \$5.6 million biennial funding level for MSRC. However, initial Senate budget proposals would have eliminated funding for MSRC.

- **Fraud and Identify Theft Prevention Task Forces:**

The 2016 Supplemental Operating Budget retained \$1.776 million in funding for a Financial Fraud and Identify Theft Task Force in King, Pierce and Snohomish Counties. The Task Force funds a crime analyst in the Redmond Police Department, a detective in Pierce County and a prosecutor in Snohomish County. In 2015 the Legislature re-authorized bank fees to fund this work.

- **Auto Theft Prevention Program:**

The 2016 Supplemental Operating Budget included some reductions for the Auto Theft Task Force, funding \$7.67 million for task forces in South King County, East King County and elsewhere to combat auto theft.

- **Capital Improvements to the Fire Training Academy in North Bend:**

Redmond firefighters use the Fire Training Academy for live-fire trainings. The Fire Training Academy is in need of over \$14M in capital improvements, including: a residential burn building, apartment burn building, classroom rehabilitation to provide heated classrooms and drinking water and bathroom facilities (currently portable toilets are used, which are problematic during high winds and freezing weather), commercial high-rise, and storage for wooden pallets used for live-fires.

The project has been underway since 2012 and \$1.5M has been spent on design. The design phase is almost complete. The timeline for completing each element of the project depends on the availability of funding.



## Eastside Human Services Forum: 2017 State Legislative Agenda

*The Eastside Human Services Forum strongly urges elected officials to go beyond the scope of maintaining current funding levels for human services.*

*Instead, EHSF advocates for solutions that strengthen and grow the system of diverse and integrated services required for our communities to thrive.*

Together, the following priorities form a foundational web of support to ensure healthy outcomes for all East King County residents: **Basic Needs, Making Homelessness Rare, Brief and One-Time, Older Adults and People with Disabilities, and Early Learning and Youth Programs.**

### **SUPPORT ACCESS TO BASIC NEEDS AND HEALTH SERVICES**

- Allocate additional resources for behavioral health, including mental health and substance abuse;
- Enact legislation implementing **Family and Medical Leave Insurance**;
- Expand **WorkFirst** community college timeline from one to two years;

### **MAKE HOMELESSNESS RARE, BRIEF AND ONE-TIME**

- Invest \$200 million in the **Housing Trust Fund** to address the growing need for affordable housing for low-income families and individuals;
- Renew and increase the **Document Recording Fee** which is used to fight homelessness;
- Allow local governments the authority to enact a .25% **Real Estate Excise Tax** for affordable housing;

### **SUPPORT THE MOST VULNERABLE OLDER ADULTS AND PEOPLE WITH DISABILITIES**

- Preserve Washington's long-term care infrastructure and increase support for services that enable adults to remain in the homes and in the community such as **Adult Day Health, Family Caregiver Support** programs and case management programs funded through the **Senior Citizen's Services Act**;
- Restore the **Medicaid Adult Hearing Hardware Benefit**, discontinued effective 2011, to cover hearing aids, necessary supplies and related services;
- Protect vulnerable adults from fraudulent and predatory practices, financial exploitation, abuse and mistreatment;

### **STRENGTHEN EARLY LEARNING AND YOUTH PROGRAMS**

- Expand **Early Childhood Education and Assistance Program** (ECEAP) by providing 20% more slots and longer days;
- Increase funding to the **Home Visiting Services Account** by \$6.1 million;
- Support **Breakfast After the Bell**;
- Create **Social Emotional Learning** standards and implement across districts statewide;

*The Eastside Human Services Forum fosters strong public and private partnerships for a stable network of health and human services for the benefit of all East King County residents. For more information about EHSF's mission and efforts, please visit [www.eastsideforum.org](http://www.eastsideforum.org).*



SOUND CITIES ASSOCIATION

37 Cities. A Million People. One Voice.

To provide leadership through advocacy, education, mutual support and networking to cities in King County as they act locally and partner regionally to create livable vital communities.

## **DRAFT 2017 Legislative Agenda**

### **Adjust the Property Tax Cap**

Property tax is the largest revenue source for Washington's cities, supporting critical services such as justice, health, and safety. Property taxes are capped at a level that creates an ever-widening gap between the cost of providing public services to a growing population and the revenue available to pay for them. A new property tax limit should correspond to what it actually costs local governments to continue providing services, and keep up with increased public demand.

- *The Sound Cities Association urges the Legislature to give local governments the option to replace the arbitrary annual 1% cap on property tax revenues with a growth limit whose maximum is inflation plus the rate of population growth.*

### **Invest in Public Health Services**

Protect our communities by investing in core public health services. The 40% per capita decrease in public health funding since 1999 is reaching crisis levels across the state. The funding shortfall has left Public Health—Seattle & King County unable to fully investigate disease outbreaks. The Washington State Department of Health is requesting \$54 million for local public health jurisdictions to fill critical gaps in disease prevention and response, and to pilot shared services to improve the efficiency of the overall system.

- *The Sound Cities Association urges the Legislature to fund basic public health by investing \$54 million in core public health services.*

### **Address the Housing and Homelessness Crisis**

Our communities face an affordable housing and homelessness crisis. Over 4,500 people are surviving unsheltered on any given night in King County, and others, including older adults and moderate and low-wage workers of all ages, are struggling to find affordable, quality housing in our region. Partnerships between state and local governments are critical to create new units of affordable housing, renewed state commitments to help Washingtonians transition out of homelessness, and expanded investments to address behavioral health needs and other root causes of homelessness.

- *The Sound Cities Association urges the Legislature to partner with us to address homelessness and increase the supply of affordable housing in the following ways:*
  - *Expand and make permanent the Document Recording Fee*
  - *Invest \$200 million in the Housing Trust Fund*
  - *Allow local governments to create and preserve affordable housing through a Preservation Tax Exemption and other optional local tools*
- *The Sound Cities Association urges the Legislature to address other underlying causes of homelessness by making investments in our state's behavioral health system and enacting legislation to prohibit Source of Income Discrimination.*



**In order for Washington State to be its best and attract the best, our 281 cities and towns must be strong.**

- Cities are where more than 4.6 million people call home, and this number is growing quickly.
- Cities are where the majority of the state's revenues are generated, including \$1.3 billion in property taxes, and \$7.5 billion in sales tax.
- Cities contain the state's economic engines, where 69% of job-generating businesses are located.

**The 2017 legislative session will be lengthy and difficult. In light of competition for the state's limited resources, this session could be a game changer for cities and communities around the state. In order to help solve our shared critical challenges and maintain Washington's vibrant communities, the Legislature must:**



Update the Public Records Act so cities can continue to provide open and transparent government services to Washington residents.



Respect city local authority with regards to revenue, taxes, licensing, and home rule; city officials are elected and must have the authority to solve local challenges.



Support and enhance actions to increase affordable housing, decrease homelessness, and improve a strained mental and behavioral health system.



Maintain the city-state partnership for shared revenues to fund key services.



Revitalize key infrastructure assistance programs to support job creation, our health and safety, economic vitality, and quality of life.



Provide adequate and sustainable funding to maintain high-quality statewide training for law enforcement personnel.



Maintain funding for the Municipal Research and Services Center (MRSC) to provide vital support for local government performance.

Founded in 1933, the Association of Washington Cities (AWC) is a private, nonprofit, nonpartisan corporation that represents Washington's cities and towns before the state legislature, the state executive branch and with regulatory agencies. Membership is voluntary. However, AWC consistently maintains 100% participation from Washington's 281 cities and towns.

### Contact:

**Dave Williams**

Director of Government Relations  
davew@awcnet.org • 360.753.4137

## **CITY OF REDMOND**

### **2016 STATE LEGISLATIVE AGENDA**

#### ***Top Priority Issues***

- **Provide a Variety of Tools to Help Jurisdictions Add Affordable Housing Units:** Redmond supports the establishment of discretionary tools that can help local jurisdictions increase the number of affordable housing units in communities across the Puget Sound Region, including but not limited to: increasing the amount of funding for the Housing Trust Fund, Transit Oriented Development (TOD) incentives, a third one-quarter of one percent Real Estate Excise Tax (REET 3) dedicated to affordable housing, an affordable housing preservation tax exemption, and a demolition tax with revenue targeted towards affordable housing.
- **Safeguard State Revenues and Provide Revenue Tools to Better Enable Cities to Address Community Needs:** Redmond will join the Association of Washington Cities (AWC), cities and counties to:
  - Remove the statutory cap on liquor revolving account (“liquor profit”) revenues distributed to cities and counties;
  - Develop options for replenishing the Public Works Assistance Account or establishing new approaches to financing basic water, sewer, stormwater, and transportation infrastructure investments in local communities; and
  - Protect “state-shared” revenues, maintain Operating Budget programs where the state partners with local communities to help fund local services, and preserve the 2015 “Connecting Washington” transportation package investments.

#### ***Support/Oppose Issues***

##### ***Economic Development and Infrastructure***

- Hi-Tech Industry: The City and the Washington Tech Cities Coalition (WTC<sup>2</sup>) support initiatives that enhance competitiveness and invest in education and infrastructure to support hi-tech. These initiatives include, but are not limited to, reinstating Research and Development (R&D) tax incentives and providing tax incentives to tech sector start-up companies.
- “Waters of the State” proposal: Ensure that any proposed infrastructure investment package for water supply, stormwater, and flood control ensures equity between where taxes and fees are collected and where they are invested.

##### ***General Government***

- Human services, mental health and homelessness: Support initiatives to add services, shelters, and beds to help local communities address growing mental health and homelessness problems. Advance the Redmond Community Homelessness Task Force recommendations, including DSHS/Workforce Development Council job training/placement, mental health system funding, easier access to Community Housing Grant (CHG) and Housing Support Program (HSP) funds, and preserving the Housing and Essential Needs (HEN) program. In addition, Redmond supports the Eastside Human Services Forum (EHSF) legislative agenda.

- Public Records Act: Redmond is committed to public records openness and transparency, and along with the AWC and others, supports legislation to:
  - Provide an Alternative Dispute Resolution option for resolving conflicts over burdensome requests;
  - Incentivize public agencies to use web-based and open-portal tools to provide public records;
  - Ensure proposals relating to the use of body cameras by police officers include reasonable provisions for the disclosure of these videos; and
  - Allow public agencies to recover “actual costs” from those who make records requests for commercial purposes, rather than for government transparency.
- Recreational immunity: Clarify recreational immunity for multi-purpose pedestrian and bicycle trails. A recent court case (*Camicia vs. Howard S. Wright Construction and City of Mercer Island*) left uncertainty over whether recreational immunity exists for these types of multi-purpose facilities as it does for other recreational facilities such as parks.
- Pension enhancements: Oppose pension enhancements that would add new costs to local government.
- Deferred compensation plans: Oppose requiring that local government offer employees the state’s deferred compensation plan. Unsuccessful 2015 legislation would have mandated that local government must offer employees the state’s Section 457 plan even if they already had their own deferred compensation plan in place.

### ***Environment***

- State “Product Stewardship” program: Support adding new elements to the program, which uses manufacturer-financed initiatives to encourage environmentally responsible recycling of items.
- Water conservation: Support incentives and efficiency standards for water-conserving products and electrical fixtures.
- Puget Sound Partnership Action Agenda: Support investments to continue ongoing Puget Sound Partnership efforts, so long as requirements are not imposed on cities without adequate funding to implement them.

### ***Law Enforcement/Criminal Justice***

- Marijuana regulation: Ensure that legislation to refine Initiative 502 and medical marijuana laws will maintain a system that is coordinated and predictable for enforcement and public safety purposes.
- Property crimes: Address the rapid rise in property crimes occurring in the City and state by providing a comprehensive legislative approach that blends increased penalties with better support services for low-level offenders.
- Driving Under the Influence (DUI): Support legislation to make the fourth DUI offense a felony. Under current state law, DUI offenses are not a felony until the fifth offense has been committed.
- Fireworks bans: Allow cities to adopt regulations limiting or prohibiting fireworks without waiting one-year as required under current state law.

## CITY OF REDMOND

### 2016 STATE LEGISLATIVE AGENDA

#### **Guiding Principles:**

The City has adopted the following principles to guide the City's Legislative Agenda:

- **Protect home rule and local authority:** The Legislature should refrain from pre-empting the authority of local cities and communities which are closest to the citizens they serve.
- **Refrain from imposing unfunded or "under-funded" mandates:** It is important that the Legislature refrain from imposing new unfunded or "under-funded" mandates upon local jurisdictions unless there is adequate funding provided to implement them.
- **The state should not erode local revenues and local taxing authority:** As "creatures of the state," cities in Washington have only the taxing and revenue authority directly provided to them by the State Legislature. It is vital that lawmakers refrain from making decisions that erode or eliminate those revenues and the local taxing authority that is given to cities.
- **The state should preserve Operating, Capital, and Transportation budget funding that flows to cities:** Redmond urges the Legislature to refrain from cutting or eliminating operational and infrastructure funding for Redmond and other cities.
- **The Legislature should reward jurisdictions that step up to implement the policy goals developed by the state, as it exercises its decision-making, particularly in grant and loan programs:** Redmond is an example of a city doing the right things to implement the Growth Management Act (GMA), accommodate density, ensure the urban centers of downtown and Overlake are conducive to "transit-oriented" and pedestrian-friendly development, embrace "green building", climate-change and Vehicle Miles Traveled (VMT) strategies, etc. As it makes funding and policy decisions regarding grant and loan programs, the state should find ways to reward jurisdictions, such as Redmond, that carry out and embrace these policy objectives.



**MEMO TO:** Members of the City Council

**FROM:** Mayor John Marchione

**DATE:** December 6, 2016

**SUBJECT: Adoption of Resolution Waiving Competitive Bidding Requirements and Authorizing the Mayor to Sign an Agreement with Fabrication Specialties Ltd. for Fabrication and Installation of Downtown Park Pavilion Structure in an Amount Not-to-Exceed \$1,700,000**

**I. RECOMMENDED ACTION**

Adopt the attached resolution waiving competitive bidding requirements and authorizing the Mayor or his designee to enter into a contract with Fabrication Specialties Ltd. for an amount not-to-exceed \$1,700,000 to fabricate and install the Downtown Park pavilion structure.

**II. DEPARTMENT CONTACTS**

Linda De Boldt, Director of Public Works	425-556-2733
Mike Paul, City Engineer	425-556-2721
Lisa Singer, Project Manager	425-556-2726
B Sanders, Parks Planner	425-556-2328

**III. DESCRIPTION/BACKGROUND**

The Downtown Park project is currently in the final stages of design and staff are developing the construction contract documents. The City's Downtown Park Master Plan, completed in early 2015, included an integrated art structure (the "pavilion") designed by the team artist. On February 16, 2016, the City Council approved Supplemental Agreement No. 3 for Final Design Services, which included Fabrication Specialties Ltd. as a subconsultant.

Fabrication Specialties Ltd. is included in the project team due to their extensive experience successfully fabricating and installing structural art pieces for municipalities in the Puget Sound region and for Sound Transit. The artist, structural designer and fabricator have worked closely together over this past year to collaboratively design the artist's vision for the pavilion. The pavilion is a one-of-a-kind structure for integrated digital art projection that includes electrical and communications elements, a water feature for digital art projection, and high quality, unique structural elements with artistic finishes. Having the pavilion fabricated by Fabrication Specialties Ltd. and their subcontractors who have designed, fabricated and tested the mockups/models of the roof,

structure and integrated water feature will expedite the fabrication, coordination, and successful operation of the pavilion.

Staff recommends that the City Council determine the pavilion to be a “special facility”, pursuant to RCW 39.04.280, and that the City Council waive competitive bidding requirements. Staff also recommends that City Council authorize the Mayor or his designee to negotiate and enter into contracts with Fabrication Specialties Ltd. for performance of the work, which includes fabrication, installation, and commissioning.

This resolution will allow for procuring the pavilion materials and starting the pavilion fabrication ahead of the main construction contract in order to have the pavilion ready to install in the anticipated construction time frame. The estimated fabrication and installation cost is not-to-exceed \$1,700,000. Staff is currently conducting final contract negotiations with Fabrication Specialties Ltd. and the City’s standard construction contract format will be used.

RCW 39.04.280 allows for a resolution to be adopted by the governing body to waive competitive bidding requirements. The proposed resolution is included as Attachment A.

#### **Council Actions/Communications**

A full list of Council Actions and Communications is included with the Downtown Park Peat Removal Award of Bid dated July 5, 2016.

<b>Date</b>	<b>Action/Communications</b>
04/21/15	Master Plan Adoption
02/16/16	Approve Supplemental Agreement No.3 Final Design Services
03/10/16	Public Open House
07/05/16	Award of Bid Downtown Park Peat Removal
10/04/16	Parks and Human Services Committee: Update
12/06/16	Parks and Human Services Committee: Update

#### **IV. IMPACT**

A. **Service/Delivery**: This contract will provide the Downtown Park pavilion structure including the art projection water wall. Procuring the materials and starting the fabrication ahead of the Downtown Park construction contract will reduce the overall construction schedule for the Downtown Park and help to assure that the intended quality for the art pavilion is achieved.

B. **Fiscal**: The City Council has approved funding for the Downtown Park in the Parks Capital Investment Program (CIP) budget. The pavilion contract is included within the total construction costs below:

Current Project Budget for Design and Construction:

Parks CIP	\$14,448,069
WA State Dept. of Commerce Grant	<u>2,950,000</u>
Total Funding	\$17,398,069

Estimated Project Costs for Design and Construction:

Design	\$ 3,020,728
Construction	<u>14,377,341</u>
Total Estimated Project Cost	\$17,398,069

Budget Difference	-0-
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**V. ALTERNATIVES TO STAFF RECOMMENDATION**

The City Council could choose not to adopt the resolution; however, this action would result in placing the pavilion fabrication and installation within the Downtown Park construction contract which could result in extended construction time, project delays and increased costs.

**VI. TIME CONSTRAINTS**

Procuring the materials and starting the fabrication ahead of the Downtown Park construction contract will reduce the overall construction schedule for the Downtown Park and help to assure the intended quality for the art pavilion is achieved.

Target Dates

Begin Fabrication	January 2017
Complete Installation	Spring 2018

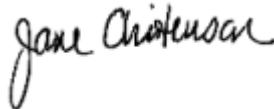
**VII. LIST OF ATTACHMENTS**

A. Resolution



\_\_\_\_\_  
Linda De Boldt, Director of Public Works

11/23/2016  
Date



Approved for Agenda \_\_\_\_\_  
Jane Christenson, Deputy City Administrator

11/23/2016  
Date

**CITY OF REDMOND**  
**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF REDMOND, WASHINGTON, WAIVING COMPETITIVE  
BIDDING REQUIREMENTS FOR FABRICATION AND  
INSTALLATION OF DOWNTOWN PARK PAVILION  
STRUCTURE, AND AUTHORIZING THE MAYOR OR HIS  
DESIGNEE TO NEGOTIATE AND EXECUTE CONTRACTS  
FOR THE PERFORMANCE OF THE WORK IN AN AMOUNT  
NOT TO EXCEED \$1,700,000

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WHEREAS, the City of Redmond Public Works Department  
contracts for the design and construction of the Downtown Park;  
and

WHEREAS, the City's Downtown Park Master Plan included  
integrated art designed by the team artist; and

WHEREAS, Fabrication Specialties Ltd. has extensive  
experience successfully constructing and installing structural  
art pieces for municipalities in the Puget Sound region and for  
Sound Transit; and

WHEREAS, the artist, structural designer and fabricator  
have been a part of the Downtown Park design team to  
collaboratively design the artist's vision for the pavilion; and

WHEREAS, the pavilion is a one-of-a-kind structure for  
integrated digital art projection that includes electrical,  
communications, water feature, high quality and unique  
structural elements and artistic finishes; and



WHEREAS, having the pavilion fabricated by Fabrication Specialties Ltd. and their subcontractors who have constructed and tested the mockups of the roof, structure and water feature will expedite the fabrication, coordination, and successful operation of the pavilion; and

WHEREAS, RCW 39.04.280 provides for exemptions from competitive bidding requirements for purchases involving "special facilities"; and

WHEREAS, the City Public Works Department recommends that the City Council determine the pavilion to be a "special facility" due to the unique nature of the pavilion's features as described previously and recommends that the City Council waive competitive bidding and authorize the Mayor or his designee to negotiate and enter into contracts with Fabrication Specialties Ltd. for performance of the work.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1.      Waiver of Competitive Bidding.      The Redmond City Council finds that the facts set forth in the recital paragraphs of this resolution are true and justify exempting the fabrication and installation of the City's Downtown Park pavilion structure from competitive bidding. Pursuant to RCW 39.04.280, the City Council therefore exempts the work from the competitive bidding process. Any bidding or selection

requirements set forth in state law or City ordinance are hereby waived due to the nature of the work to be performed.

Section 2.      Authority to Contract.      The City Council hereby authorizes the Mayor or his designee to negotiate and execute a contract or contracts with Fabrication Specialties Ltd. for the fabrication and installation of the Downtown Park pavilion structure, pursuant to the single-source justification provided in this resolution and the scope of work and pricing information set forth in the agenda memo presented to the City Council with this resolution. The contract shall be the City's standard construction contract and shall not exceed \$1,700,000.

ADOPTED by the Redmond City Council this 6 day of December, 2016.

CITY OF REDMOND

\_\_\_\_\_  
MAYOR JOHN MARCHIONE

ATTEST:

\_\_\_\_\_  
MICHELLE M. HART, MMC, CITY CLERK

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.



**MEMO TO:** Members of the City Council

**FROM:** Mayor John Marchione

**DATE:** December 6, 2016

**SUBJECT: Pay Plan Classification Changes**

**I. RECOMMENDED ACTION**

Amend the 2016 Redmond City Hall Employee's Association (RCHEA) Salary Ordinance No. 2846 by adding the Communications & Marketing Project Administrator and Records Management Specialist classifications (Attachment A); and adopt the amended 2016 RCHEA Pay Plan to accommodate the new classifications and pay ranges (Attachment A, Exhibit 1).

Amend the 2016 Non-Union Salary Ordinance No. 2845 by changing the classification titles for the Purchasing/Accounts Payable Manager and the Operations and Infrastructure Manager positions and removing the Communications & Marketing Administrator classification (Attachment B); and adopt the amended 2016 Non-Union Pay Plan to accommodate these changes (Attachment B, Exhibit 1).

**II. DEPARTMENT CONTACTS**

Mellody Matthes, Human Resources Director	425-556-2122
Kim Bacchus, Senior Human Resources Analyst	425-556-2128

**III. DESCRIPTION/BACKGROUND**

On October 4, 2016, the City Council approved Ordinance No. 2845 amending the 2016 Non-Union Pay Plan, and Ordinance No. 2846 amending the 2016 RCHEA Pay Plan. These ordinances and pay plans will need to be further amended to accommodate the following changes:

**New Classification: Communications and Marketing Project Administrator**

Further review of the organizational structure for the Executive Department's Communications Division has resulted in the proposal of one additional new classification: Communications and Marketing Project Administrator. The main focus of this position will be to support to the Communications and Marketing Manager by: helping to ensure the day to day tasks of the Communications work group are completed on time and according to standards; conducting project development, management and scheduling; coordinating the City's press releases and related media relations; and acting as the primary back-up to the Manager, which includes Emergency Management related communications issues and events.

Discussion of the Executive Department's restructuring came before the Finance, Administration, and Communications Committee on May 24, 2016, and November 29, 2016.

**New Classification: Records Management Specialist**

In the 2017-18 budget process, the Finance Department requested an additional FTE to be responsible for the ongoing work program related to implementing a comprehensive citywide Records Management Program, which includes implementation and maintenance of a Records Information Management System. In addition to being discussed during the recent budget process, the Finance Department's proposal came before the Finance, Administration, and Communications Committee on November 29, 2016.

A market analysis of job duties for the two new classifications (Communications and Marketing Project Administrator and Records Management Specialist) was completed in accordance with City compensation policies. As a result of the research and analysis, it is recommended that the following classifications and pay ranges be added to the appropriate pay plans:

Position	Min	Mid	Max
Communications & Marketing Project Administrator	\$5,667	\$6,659	\$7,651
Records Management Specialist	\$4,402	\$5,173	\$5,723

A proposed ordinance amending the RCHEA Pay Plan and incorporating the changes described above is included as Attachment A.

**Title Changes**

Change Operations and Infrastructure Manager to Infrastructure and Operations Manager. When the Operations and Infrastructure Manager was originally established as a result of the Position Maintenance Project last year, the title was inadvertently listed incorrectly. The title of the assigned Manager's division is Infrastructure and Operations, and the Manager's title should be changed to be consistent with that. There are no changes in duties or salary as a result of implementing this change.

Change the Purchasing/Accounts Payable Manager to Purchasing/Contracting Manager. The Purchasing division was reorganized in late 2014 and the Accounts Payable function was moved under the Accounting division, which is overseen by the Accounting Manager. We are requesting the title of the Purchasing/Accounts Payable Manager be changed to Purchasing/Contracting Manager in order to more accurately reflect the duties of the incumbent. At this time, there will be no change in salary as a result of implementing this change. In early 2017, a market analysis of the impacted classifications will be conducted to confirm the salary ranges are appropriate based on the reorganization of duties.

These title changes were brought before the Finance, Administration, and Communications Committee on October 25 and November 29, 2016.

### **Removal of a Classification**

As a result of the organizational changes in the Executive Department, we request the removal of the vacant Communications and Marketing Administrator classification from the Non-Union pay plan, as there is no longer a need for the classification.

A proposed ordinance amending the Non-Union Pay Plan “N” and incorporating the changes described above is included as Attachment B.

#### **IV. IMPACT**

A. **Service/Delivery**: None.

B. **Fiscal**: There will be no fiscal impact as a result of the requested amendments.

#### **V. ALTERNATIVES TO STAFF RECOMMENDATION**

An alternative would be to not approve the amendment. This could create an obstacle/barrier for the Departments’ reorganizations and filling of positions.

#### **VI. TIME CONSTRAINTS**

Approving this amendment now would allow the Executive and Finance Departments to make any necessary changes in their organizational structures and, with the help of the Human Resources Department, fill any vacant positions in a timely manner.

#### **VII. LIST OF ATTACHMENTS**

Attachment A: Proposed Ordinance amending the 2016 RCHEA Pay Plan

Exhibit 1: 2016 RCHEA Pay Plan as amended

Attachment B: Proposed Ordinance amending the 2016 Non-Union Pay Plan

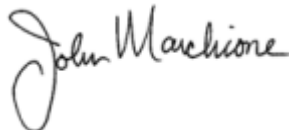
Exhibit 1: 2016 Non-Union Pay Plan as amended



\_\_\_\_\_  
**Cathryn Laird**

**11/22/2016**

**Date**



**11/22/2016**

**Date**

Approved for Agenda \_\_\_\_\_

**John Marchione, Mayor**

NON-CODE

**CITY OF REDMOND  
ORDINANCE NO: XXXX**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING THE 2016 PAY PLAN FOR  
EMPLOYEES COVERED BY THE REDMOND CITY HALL  
EMPLOYEES ASSOCIATION REPRESENTING EMPLOYEES  
IN PROFESSIONAL, TECHNICAL, AND  
ADMINISTRATIVE POSITIONS

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WHEREAS, Resolution No. 1142 subsequently amended by Resolution No. 1358 calls for an adjustment of salaries in keeping with changes in salaries in the local labor market of both private and municipal employers; and

WHEREAS, these changes are reflected in the 2016 RCHEA Pay Plan established by Council approval of Ordinance No. 2812 in December 2015, and subsequently amended in October 2016 by Ordinance No. 2846; and

WHEREAS, the classification research in the Executive and the Finance Departments has resulted in the recommendation to add or rename existing classifications in order to cover existing work and/or to be able to hire individuals with the necessary skills and adopt the necessary corresponding pay ranges; and

WHEREAS, implementation of the recommendation will require an amendment of the 2016 RCHEA Pay Plan.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1.      Pay Plan Amended.      The 2016 RCHEA Pay Plan adopted by Ordinance No. 2812, which was subsequently amended by Ordinance No. 2846, and attached to this ordinance as Exhibit 1, is hereby amended and classification and salary range for the positions of Communications and Marketing Project Administrator and Records Management Specialist are added. The amended 2016 RCHEA Pay Plan is incorporated herein as if set forth in full.

Section 2.      Severability.      If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3.      Effective Date.      The effective date of the adjusted pay plan will continue to be January 1, 2016, as established by Ordinance No. 2812. This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_ day of  
December, 2016.

CITY OF REDMOND

\_\_\_\_\_  
JOHN MARCHIONE, MAYOR

ATTEST:

\_\_\_\_\_  
MICHELLE M. HART, MMC, CITY CLERK (SEAL)

APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY:

By: \_\_\_\_\_

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.: \_\_\_\_\_



**City of Redmond  
2016 RCHEA Employees "R" Pay Plan**

Attachment A, Exhibit 1

<b>Grade</b>	<b>Position</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
RA10	Accountant	\$4,551	\$5,348	\$6,144
RA20	Accountant - Senior	\$5,172	\$6,078	\$6,983
RA25	Accounting Specialist - Associate	\$3,476	\$3,998	\$4,520
RA26	Accounting Specialist	\$3,902	\$4,487	\$5,072
RA27	Accounting Specialist - Senior	\$4,447	\$5,115	\$5,783
RA30	Administrative Assistant	\$3,718	\$4,276	\$4,834
RA50	Administrative Specialist	\$3,952	\$4,546	\$5,139
RB01	Building Inspector Technician	\$4,376	\$5,033	\$5,689
RB20	Building Inspector	\$5,263	\$6,052	\$6,841
RB30	Building Inspector - Senior	\$5,789	\$6,657	\$7,525
RB70	Business Application Specialist	\$4,684	\$5,387	\$6,090
RB75	Business Analyst	\$5,545	\$6,516	\$7,486
RC05	Capital & Grant Analyst	\$4,880	\$5,613	\$6,345
RC20	Code Enforcement Officer	\$5,150	\$5,922	\$6,694
RC25	Communications & Marketing Project Administrator	\$5,667	\$6,659	\$7,651
RC35	Communications & Marketing Specialist	\$5,079	\$5,968	\$6,857
RC40	Construction Inspector	\$5,153	\$5,926	\$6,698
RC50	Construction Inspector - Lead	\$5,707	\$6,706	\$7,704
RC60	Cultural Arts Administrator	\$5,700	\$6,698	\$7,695
RD20	Department Administrative Coordinator	\$4,485	\$5,158	\$5,831
RD40	Deputy City Clerk	\$4,449	\$5,117	\$5,784
RE10	Engineer	\$5,939	\$6,979	\$8,018
RE01	Engineer - Associate	\$5,141	\$5,912	\$6,683
RE20	Engineer - Senior	\$6,985	\$8,208	\$9,431
RE40	Engineering Technician	\$4,757	\$5,471	\$6,185
RE30	Engineering Technician - Associate	\$3,841	\$4,418	\$4,995
RE50	Engineering Technician - Senior	\$5,214	\$5,997	\$6,779
RE60	Environmental Scientist - Associate	\$4,897	\$5,631	\$6,365
RE65	Environmental Scientist	\$5,946	\$6,986	\$8,026
RE70	Environmental Scientist - Senior	\$6,540	\$7,685	\$8,829
RF10	Financial Analyst	\$5,058	\$5,943	\$6,827
RF20	Financial Analyst - Senior	\$5,826	\$6,847	\$7,867
RG10	GIS Data Technician	\$4,403	\$5,064	\$5,724
RG15	GIS Analyst	\$5,003	\$5,878	\$6,752
RG20	GIS Analyst - Senior	\$5,521	\$6,487	\$7,452
RG01	Graphics Designer	\$4,587	\$5,276	\$5,965

**City of Redmond  
2016 RCHEA Employees "R" Pay Plan**

Attachment A, Exhibit 1

<b>Grade</b>	<b>Position</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
RL01	Legal Assistant	\$4,322	\$5,078	\$5,833
RM10	Management Analyst	\$4,532	\$5,809	\$7,085
RN01	Network Analyst	\$5,940	\$6,980	\$8,019
RN10	Network Systems Engineer	\$6,664	\$7,830	\$8,996
RP01	Paralegal	\$4,801	\$5,641	\$6,481
RP10	Payroll Analyst	\$4,234	\$4,869	\$5,504
RP15	Permit Technician	\$4,154	\$4,776	\$5,398
RP20	Planner - Assistant	\$4,594	\$5,284	\$5,973
RP25	Planner	\$5,053	\$5,937	\$6,821
RP35	Planner - Principal	\$6,330	\$7,437	\$8,544
RP30	Planner - Senior	\$5,754	\$6,761	\$7,768
RP45	Plans Examiner	\$5,695	\$6,549	\$7,403
RP55	Preschool Teacher	\$3,138	\$3,644	\$4,149
RP65	Program Administrator	\$5,473	\$6,431	\$7,388
RP66	Program Aide	\$2,873	\$3,304	\$3,735
RP67	Program Assistant	\$3,837	\$4,412	\$4,987
RP70	Program Coordinator	\$4,900	\$5,757	\$6,614
RP75	Programmer Analyst	\$5,447	\$6,401	\$7,354
RP80	Programmer Analyst - Senior	\$6,622	\$7,781	\$8,940
RP85	Purchasing Agent	\$4,562	\$5,245	\$5,928
RP90	Purchasing Agent - Senior	\$5,432	\$6,383	\$7,334
RR05	Records Management Specialist	\$4,402	\$5,173	\$5,723
RR01	Recreation Program Administrator	\$5,473	\$6,431	\$7,388
RS10	Senior Systems Analyst	\$6,826	\$8,021	\$9,215
RS15	Stormwater Inspector	\$4,696	\$5,401	\$6,106
RS20	Systems Support Specialist	\$4,732	\$5,442	\$6,152
RT10	Technical Systems Coordinator	\$5,470	\$6,427	\$7,384
RT20	Transportation Strategic Advisor	\$6,967	\$8,186	\$9,405

**CITY OF REDMOND  
ORDINANCE NO. 2845**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF REDMOND, WASHINGTON, AMENDING THE 2016  
NON-UNION PAY PLAN FOR THE YEAR 2016;  
PROVIDING FOR SEVERABILITY AND ESTABLISHING  
AN EFFECTIVE DATE

---

WHEREAS, Resolution No. 1142 subsequently amended by  
Resolution No. 1358 calls for an adjustment of salaries in  
keeping with changes in salaries in the local labor market of  
both private and municipal employers; and

WHEREAS, these changes are reflected in the 2016 Non-Union  
Pay Plan established by Council approval of Ordinance No. 2845  
in October 2016; and

WHEREAS, organizational restructuring in the Finance and  
Executive Departments has resulted in the recommendation to  
delete or rename existing classifications in order to cover  
existing work and/or to be able to hire individuals with the  
necessary skills and adopt the necessary corresponding pay  
ranges; and

WHEREAS, implementation of the recommendation will require  
an amendment of the 2016 Non-Union Pay Plan.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND,  
WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1.      Pay Plan Adopted.      The 2016 Non-Union Pay Plan originally adopted by Ordinance No. 2811 and amended by Council approval through Ordinance No. 2837 in June 2016, and Ordinance No. 2845 in October 2016, and attached to this ordinance as Exhibit 1, is hereby amended and the classification title of the Operations and Infrastructure Manager be retitled to Infrastructure and Operations Manager, the Purchasing/Accounts Payable Manager be retitled to Purchasing/Contracting Manager, and the classification and salary range for the position of Communications and Marketing Administrator be deleted. The amended 2016 Non-Union Pay Plan is incorporated herein as if set forth in full.

Section 2.      If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3.      The effective date of the adjusted pay plan will continue to be January 1, 2016, as established by Ordinance No. 2845. This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper.

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of  
December, 2016.

CITY OF REDMOND

\_\_\_\_\_  
JOHN MARCHIONE, Mayor

ATTEST:

\_\_\_\_\_  
MICHELLE M. HART, MMC, City Clerk

(SEAL)

APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY:

By:\_\_\_\_\_

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.: \_\_\_\_\_

**City of Redmond  
Non-Union Employees  
2016 Pay Plan**

Attachment B, Exhibit 1

<b>Grade</b>	<b>Title</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
NA01	Accounting Manager	\$7,032	\$8,263	\$9,494
NA10	Administrative Assistant	\$3,718	\$4,276	\$4,834
NA20	Administrative Specialist	\$3,952	\$4,546	\$5,139
NA40	Applications Services Manager	\$8,321	\$9,778	\$11,234
NA45	Assistant Director - Community Planning	\$7,302	\$8,763	\$10,224
NA46	Assistant Director - Development Services	\$7,781	\$9,337	\$10,892
NA50	Assistant Director Public Works	\$8,709	\$10,233	\$11,757
NA70	Assistant Maintenance Manager	\$7,042	\$8,274	\$9,505
NM80	Chief Policy Advisor	\$8,795	\$10,335	\$11,874
NC01	City Clerk	\$7,014	\$8,241	\$9,468
NC15	Communications and Marketing Manager	\$7,224	\$8,488	\$9,752
NC05	Communications Dispatch Supervisor	\$5,852	\$6,876	\$7,900
NC25	Compensation Analyst	\$5,509	\$6,474	\$7,438
NC50	Customer Service Manager	\$6,340	\$7,450	\$8,560
ND01	Department Administrative Coordinator	\$4,485	\$5,158	\$5,831
ND15	Deputy Finance Director	\$8,572	\$10,072	\$11,571
NA60	Deputy Fire Chief	\$9,067	\$10,653	\$12,239
ND05	Deputy Parks Director	\$7,695	\$9,042	\$10,389
ND20	Deputy Prosecuting Attorney	\$6,492	\$7,628	\$8,764
ND25	Development Services Center Supervisor	\$6,436	\$7,563	\$8,689
ND30	Digital Forensic Investigator - Senior	\$5,533	\$6,501	\$7,469
NE05	Economic Development Manager	\$7,000	\$8,225	\$9,450
NE01	Emergency Preparedness Manager	\$7,314	\$8,594	\$9,874
NE20	Engineer - Senior	\$6,985	\$8,208	\$9,431
NE30	Engineering Manager	\$8,077	\$9,490	\$10,903
NE50	Engineering Supervisor	\$7,485	\$8,796	\$10,106
NE62	EPSCA 800 Magahertz Console Technician	\$5,487	\$5,889	\$6,290
NE64	EPSCA Executive Director	\$8,396	\$9,865	\$11,333
NE68	EPSCA Senior Accounting Associate	\$4,436	\$5,212	\$5,988
NE40	Executive Assistant	\$5,049	\$5,805	\$6,561
NF05	Finance Officer	\$6,861	\$8,233	\$9,604
NF20	Financial Analyst	\$5,058	\$5,943	\$6,827
NF30	Financial Analyst - Senior	\$5,826	\$6,847	\$7,867
NF40	Financial Planning Manager	\$7,404	\$8,699	\$9,994
NH10	Human Resources Analyst	\$5,045	\$5,928	\$6,810
NH25	Human Resources Program & Policy Advisor	\$8,018	\$9,421	\$10,824

**City of Redmond  
Non-Union Employees  
2016 Pay Plan**

Attachment B, Exhibit 1

<b>Grade</b>	<b>Title</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
NH15	Human Resources Program Manager	\$7,353	\$8,640	\$9,926
NI05	Infrastructure & Operations Manager	\$7,627	\$8,962	\$10,296
NI01	Inspection Supervisor	\$6,278	\$7,377	\$8,475
NI10	IS Manager	\$8,805	\$10,347	\$11,888
NM15	Maintenance and Operations Supervisor	\$6,400	\$7,521	\$8,641
NM01	Maintenance Manager	\$8,142	\$9,566	\$10,990
NP02	Parks Maintenance and Operations Manager	\$6,780	\$7,967	\$9,154
NP05	Parks Maintenance Supervisor	\$5,285	\$6,211	\$7,136
NP10	Parks Operations Supervisor	\$5,814	\$6,831	\$7,847
NP25	Parks Planning and Cultural Arts Manager	\$7,276	\$8,550	\$9,824
NP30	Payroll Supervisor	\$5,657	\$6,647	\$7,636
NP50	Planning Manager	\$7,419	\$8,718	\$10,017
NA80	Police Captain	\$11,114	\$11,670	\$12,226
NP65	Police Commander	\$9,887	\$10,382	\$10,876
NP67	Police Crime Analyst (limited duration)	\$5,085	\$5,772	\$6,459
NP69	Police Program Coordinator (limited duration)	\$4,862	\$5,518	\$6,173
NP71	Police Support Services Manager	\$6,829	\$8,024	\$9,218
NP68	Police Support Services Supervisor	\$5,722	\$6,723	\$7,724
NP90	Purchasing/Contracting Manager	\$7,171	\$8,426	\$9,681
NR01	Real Property Manager	\$5,923	\$6,960	\$7,997
NR10	Recreation Division Manager	\$7,218	\$8,481	\$9,744
NR15	Recreation Program Administrator	\$5,473	\$6,431	\$7,388
NU01	Revenue and Treasury Manager	\$7,148	\$8,399	\$9,649
NS03	Senior Human Resources Analyst	\$5,831	\$6,852	\$7,872
NS06	Strategic Funds Advisor	\$5,780	\$6,791	\$7,801
NS10	Supervising Attorney	\$8,024	\$9,428	\$10,832
NS20	Support Services Manager	\$8,059	\$9,470	\$10,880



**MEMO TO:** Members of the City Council

**FROM:** Mayor John Marchione

**DATE:** December 6, 2016

**SUBJECT: Approval of 2017 Salary Ordinances for Non-Union and Executive Employees, and for Employees Covered by the AFSCME, Police Support, and Fire Support Bargaining Units**

**I. RECOMMENDED ACTION**

Approve the attached salary ordinances (Attachments A through D) and direct the City to proceed with (1) implementing an across-the-board salary adjustment of 1.92 percent for all Non-Union, non-executive employees, and for employees covered by the AFSCME, Police Support, and Fire Support bargaining units; and (2) adjusting the 2017 salary ranges for Non-Union and Executive employees in Pay Plans "N" and "E", in addition to the salary ranges for employees covered by AFSCME (Pay Plan "A" and supplemental employee Pay Plan "AF-S") , Police Support (Pay Plan "PS" and supplemental employee Pay Plan "S-PS") , and Fire Support (Pay Plan "FS") bargaining units.

**II. DEPARTMENT CONTACTS**

Mellody Matthes, Human Resources Director: (425)556-2122

Kim Bacchus, Senior Human Resources Analyst: (425)556-2128

**III. DESCRIPTION/BACKGROUND**

In 1999, the City initiated a market-based analysis to evaluate the need for annual salary range adjustments. To calculate the adjustment, data is obtained from the following sources:

- Comparison Cities  
Five cities reported their planned across-the-board increases. The average salary adjustment reported by these cities is 1.86 percent.
- Custom Survey  
A custom survey was conducted of seventy-nine (79) businesses in Redmond's immediate labor market. Of the seventy-nine businesses surveyed, twenty-seven (27) responded. Nineteen (19) reported that they anticipated adjustments but were unsure of the amount OR they only provide for performance based adjustments with no adjustments across-the-board. Eight (8) of the respondents either reported plans for an across-the-board adjustment to salaries in 2017, OR were NOT planning to give an increase in 2017 when they traditionally have done so. The average adjustment for these eight (8) businesses is 1.50 percent.



- Published Surveys

Milliman USA, a local consulting firm, produces an annual projection regarding anticipated changes that companies in the Puget Sound Region will be making to salary ranges. For 2017, the projected average range adjustment is 2.4 percent.

The data from the comparison cities, the custom survey, and the published survey is evaluated and weighted equally. Based on the results of this analysis, the proposed increase for 2017 is 1.92 percent. The methodology and/or results of the survey were discussed in the Finance, Administration and Communications Committee on September 27, and November 29, 2016. Attachment E is a summary of this analysis.

To implement the market adjustment, salary ranges in the Non-Union, AFSCME, Police Support and Fire Support pay plans will be adjusted 1.92 percent. In conjunction with this adjustment, Non-Union, non-executive employees and employees in the AFSCME, Police Support and Fire Support bargaining units will receive an across-the board increase of 1.92 percent. The same percent of adjustment, 1.92 percent, is proposed for salary ranges in Pay Plan “E” for Executive positions. However, employees in Pay Plan “E” will not be eligible for an across-the-board increase. Increases received by Executive employees during 2017 are based on job performance and are at the Mayor’s discretion.

#### IV. IMPACT

A. Service/Delivery: None.

B. Fiscal: Funds sufficient to implement these salary increases, including the cost of salary-related retirement benefits, have been included in the 2017-2018 City Budget. The cost of the proposed 1.92 percent increase for each group will be as follows: proposed 1.92 percent increase for each group will be as follows:

Non-Union	\$198,364
AFSCME	\$122,554
Police Support	\$47,140
Fire Support	\$10,339
Total Impact:	\$378,395

#### V. ALTERNATIVES TO STAFF RECOMMENDATION

The Council could choose to not implement the market adjustment; however, the adjustment is a negotiated agreement with the AFSCME, Police Support and Fire Support bargaining units and is outlined in their collective bargaining agreements. Therefore, not implementing the market adjustment would cause the City to be in breach of its labor contract. The Council could also decide to delay implementation of the adjustment and request that the analysis be reevaluated.

## VI. TIME CONSTRAINTS

The market-based adjustment is effective January 1, 2017. Approving this adjustment allows the City to process and implement the pay changes in a timely manner. A decision to delay adopting the proposed ordinance for the Non-Union and the Executive pay plans will impact the annual pay for all Non-Union employees.

## VII. LIST OF ATTACHMENTS

Attachment A: Proposed Non-Union and Executive Salary Ordinance

Exhibit 1: 2017 Non-Union Salary Structure (Pay Plan "N")

Exhibit 2: 2017 Executive Salary Structure (Pay Plan "E")

Attachment B: Proposed AFSCME Salary Ordinance

Exhibit 1: 2017 AFSCME Salary Structure (Pay Plan "A")

Exhibit 2: 2017 AFSCME Supplemental Employee Salary Structure (Pay Plan "AF-S")

Attachment C: Proposed Police Support Salary Ordinance

Exhibit 1: 2017 Police Support Salary Structure (Pay Plan "PS")

Exhibit 2: 2017 Police Support Supplemental Employee Salary Structure (Pay Plan "S-PS")

Attachment D: Proposed Fire Support Salary Ordinance

Exhibit 1: 2017 Fire Support Salary Structure (Pay Plan "FS")

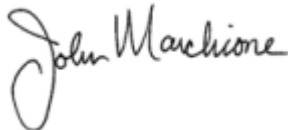
Attachment E: 2017 Market Adjustment Analysis Summary



\_\_\_\_\_  
**Mellody Matthes, Director of Human Resources**

**11/23/2016**

**Date**



**11/23/2016**

**Date**

Approved for Agenda \_\_\_\_\_  
**John Marchione, Mayor**

NON-CODE

**CITY OF REDMOND  
ORDINANCE NO. XXXX**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING PAY PLANS "N" AND "E"  
IN ORDER TO SET SALARIES FOR NON-UNION AND  
EXECUTIVE EMPLOYEES FOR THE YEAR 2017;  
PROVIDING FOR SEVERABILITY AND ESTABLISHING  
AN EFFECTIVE DATE

---

WHEREAS, Resolution No. 1142 calls for an adjustment of salaries in keeping with changes in salaries in the local labor market of both private and municipal employers; and

WHEREAS, these changes should now be reflected by amending the respective pay plans for non-union and executive employees.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Pay Plans Adopted.

(A) Effective January 1, 2017, Pay Plan "N" covering non-union employees is hereby amended and the salary ranges increased 1.92 percent above the ranges in effect on January 1, 2016, as adopted by Ordinance No. 2811 and subsequently amended on June 21, 2016, with Council approval of Ordinance No. 2837 and on October 4, 2016, with Council approval of Ordinance No. 2845. In conjunction with the adjustment of the salary ranges, the salaries of all non-union, non-executive employees covered by the "N" pay plan will be increased across-the-board

1.92 percent. The amended Pay Plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

(B) Effective January 1, 2016, Pay Plan "E" covering executive employees is hereby amended and the salary ranges increased 1.92 percent over the ranges in effect on January 1, 2016, as adopted by Ordinance No. 2811. The amended Pay Plan is attached as Exhibit 2 and incorporated herein as if set forth in full.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective Date. This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_ day of  
December, 2016.

CITY OF REDMOND

\_\_\_\_\_  
MAYOR JOHN MARCHIONE

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, MICHELLE M. HART, MMC

(SEAL)

APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY:

By: \_\_\_\_\_

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.: \_\_\_\_\_

**City of Redmond**  
**Non-Represented Employee Pay Plan**  
**Effective January 1, 2017**

<b>Grade</b>	<b>Title</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
NA01	Accounting Manager	\$7,167	\$8,422	\$9,676
NA10	Administrative Assistant	\$3,789	\$4,358	\$4,927
NA20	Administrative Specialist	\$4,028	\$4,633	\$5,238
NA40	Applications Services Manager	\$8,481	\$9,966	\$11,450
NA45	Assistant Director - Community Planning	\$7,442	\$8,931	\$10,420
NA46	Assistant Director - Development Services	\$7,930	\$9,516	\$11,101
NA50	Assistant Director Public Works	\$8,876	\$10,430	\$11,983
NA70	Assistant Maintenance Manager	\$7,177	\$8,432	\$9,687
NM80	Chief Policy Advisor	\$8,964	\$10,533	\$12,102
NC01	City Clerk	\$7,149	\$8,400	\$9,650
NC15	Communications and Marketing Manager	\$7,363	\$8,651	\$9,939
NC05	Communications Dispatch Supervisor	\$5,964	\$7,008	\$8,052
NC25	Compensation Analyst	\$5,615	\$6,598	\$7,581
NC50	Customer Service Manager	\$6,462	\$7,593	\$8,724
ND01	Department Administrative Coordinator	\$4,571	\$5,257	\$5,943
ND15	Deputy Finance Director	\$8,737	\$10,265	\$11,793
NA60	Deputy Fire Chief	\$9,241	\$10,858	\$12,474
ND05	Deputy Parks Director	\$7,843	\$9,216	\$10,588
ND20	Deputy Prosecuting Attorney	\$6,617	\$7,775	\$8,932
ND25	Development Services Center Supervisor	\$6,560	\$7,708	\$8,856
ND30	Digital Forensic Investigator - Senior	\$5,639	\$6,626	\$7,612
NE05	Economic Development Manager	\$7,134	\$8,383	\$9,631
NE01	Emergency Preparedness Manager	\$7,454	\$8,759	\$10,064
NE20	Engineer - Senior	\$7,119	\$8,366	\$9,612
NE30	Engineering Manager	\$8,232	\$9,672	\$11,112
NE50	Engineering Supervisor	\$7,629	\$8,965	\$10,300
NE62	EPSCA 800 Magahertz Console Technician	\$5,592	\$6,002	\$6,411
NE64	EPSCA Executive Director	\$8,557	\$10,054	\$11,551
NE68	EPSCA Senior Accounting Associate	\$4,521	\$5,312	\$6,103
NE40	Executive Assistant	\$5,146	\$5,917	\$6,687
NF05	Finance Officer	\$6,993	\$8,391	\$9,788
NF20	Financial Analyst	\$5,155	\$6,057	\$6,958
NF30	Financial Analyst - Senior	\$5,938	\$6,978	\$8,018
NF40	Financial Planning Manager	\$7,546	\$8,866	\$10,186
NH10	Human Resources Analyst	\$5,142	\$6,042	\$6,941
NH25	Human Resources Program & Policy Advisor	\$8,172	\$9,602	\$11,032
NH15	Human Resources Program Manager	\$7,494	\$8,806	\$10,117

<b>Grade</b>	<b>Title</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
NI05	Infrastructure & Operations Manager	\$7,773	\$9,134	\$10,494
NI01	Inspection Supervisor	\$6,399	\$7,519	\$8,638
NI10	IS Manager	\$8,974	\$10,545	\$12,116
NM15	Maintenance and Operations Supervisor	\$6,523	\$7,665	\$8,807
NM01	Maintenance Manager	\$8,298	\$9,750	\$11,201
NP02	Parks Maintenance and Operations Manager	\$6,910	\$8,120	\$9,330
NP05	Parks Maintenance Supervisor	\$5,386	\$6,330	\$7,273
NP10	Parks Operations Supervisor	\$5,926	\$6,962	\$7,998
NP25	Parks Planning and Cultural Arts Manager	\$7,416	\$8,715	\$10,013
NP30	Payroll Supervisor	\$5,766	\$6,775	\$7,783
NP50	Planning Manager	\$7,561	\$8,885	\$10,209
NA80	Police Captain	\$11,327	\$11,894	\$12,461
NP65	Police Commander	\$10,077	\$10,581	\$11,085
NP67	Police Crime Analyst (limited duration)	\$5,183	\$5,883	\$6,583
NP69	Police Program Coordinator (limited duration)	\$4,955	\$5,624	\$6,292
NP71	Police Support Services Manager	\$6,960	\$8,178	\$9,395
NP68	Police Support Services Supervisor	\$5,832	\$6,852	\$7,872
NP90	Purchasing/Contracting Manager	\$7,309	\$8,588	\$9,867
NR01	Real Property Manager	\$6,037	\$7,094	\$8,151
NR10	Recreation Division Manager	\$7,357	\$8,644	\$9,931
NR15	Recreation Program Administrator	\$5,578	\$6,554	\$7,530
NU01	Revenue and Treasury Manager	\$7,285	\$8,560	\$9,834
NS03	Senior Human Resources Analyst	\$5,943	\$6,983	\$8,023
NS06	Strategic Funds Advisor	\$5,891	\$6,921	\$7,951
NS10	Supervising Attorney	\$8,178	\$9,609	\$11,040
NS20	Support Services Manager	\$8,214	\$9,652	\$11,089

**CITY OF REDMOND**  
**PAY PLAN "E" - EXECUTIVE PAY PLAN**

**Effective January 1, 2017**

<u>Grade</u>	<u>Title</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
6	Deputy City Administrator	\$9,983	\$12,017	\$14,050
	Finance Director			
	Fire Chief			
	Human Resources Director			
	Parks Director			
	Planning Director			
	Police Chief			
	Public Works Director			





**CITY OF REDMOND**  
**ORDINANCE NO. xxxx**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON ESTABLISHING 2017 SALARIES FOR  
REGULAR AND SUPPLEMENTAL EMPLOYEES  
REPRESENTED BY THE WASHINGTON STATE COUNCIL  
OF COUNTY AND CITY EMPLOYEES, LOCAL 21-RD  
(AFSCME)

---

WHEREAS, the City of Redmond completed labor contract negotiations in 2016 with the AFSCME unit Local 21-RD representing public works and parks maintenance workers; and

WHEREAS, Pay Plan A and the supplemental pay plan was established and put into effect the negotiated salary ranges agreed to and adopted through the collective bargaining process; and

WHEREAS, the latest salary range will now be adjusted in accordance with the AFSCME Collective Bargaining Agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1.      Pay Plan Adopted.      Effective January 1, 2017, Pay Plan A covering all employees in the AFSCME bargaining unit is hereby amended to grant a 1.92 percent across-the-board increase to employees' salaries over those salaries in effect on December 31, 2016, as adopted by Ordinance No. 2818.      Salary

ranges in the A Pay Plan will be increased by the same percentage. The amended Pay Plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

Section 2.      Pay Plan "AF-S".      Effective January 1, 2017, Supplemental Pay Plan "AF-S" is adjusted to increase the salary ranges for temporary seasonal employees to within eighty percent (80%) and one-hundred twenty percent (120%) of the salary range minimum for comparable bargaining unit classifications. The amended Pay Plan is attached as Exhibit 2 and incorporated herein as if set forth in full.

Section 3.      Severability.      If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4.      Effective Date.      This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper.

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of  
December, 2016.

CITY OF REDMOND

\_\_\_\_\_  
MAYOR JOHN MARCHIONE

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, MICHELLE M. MCGEHEE, MMC

(SEAL)

APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY:

By:\_\_\_\_\_

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.: \_\_\_\_\_

**PAY PLAN "A" AFSCME**  
**(For classifications covered by the Washington State Council**  
**of County and City Employees Local 21-RD bargaining unit)**  
**CLASSIFICATION ALIGNMENT/PAY SCHEDULE**  
**Effective: January 1, 2017**

<b>Title</b>	<b>Grade</b>	<b>Min</b>	<b>Mid</b>	<b>Max</b>
	0	\$2,485	\$2,733	\$2,981
	1	\$2,616	\$2,879	\$3,141
	2	\$2,754	\$3,028	\$3,301
	3	\$2,899	\$3,191	\$3,482
	4	\$3,069	\$3,376	\$3,683
	5	\$3,240	\$3,564	\$3,888
	6	\$3,423	\$3,765	\$4,106
	7	\$3,618	\$3,984	\$4,349
	8	\$3,824	\$4,205	\$4,586
	9	\$4,042	\$4,447	\$4,851
Meter Reader	9a	\$3,824	\$4,279	\$4,734
Inventory Control Specialist Small Equipment Auto Service Worker	10	\$4,275	\$4,703	\$5,131
Maintenance Technician	8/11	\$3,824	\$4,735	\$5,646
HVAC Technician Mechanic	12	\$5,023	\$5,526	\$6,028
Water Quality Cross Connection Specialist Utility Systems Technician	13	\$5,052	\$5,683	\$6,313
Traffic Signal Technician Lead Maintenance Worker Fleet Ops Lead Water Quality Analyst	14	\$5,343	\$6,011	\$6,678
ITS Network Technician Lead Traffic Signal Technician	15	\$5,666	\$6,371	\$7,075
Source Control Administrator	16	\$5,576	\$6,346	\$7,115

**PAY PLAN "AF-S" AFSCME (Supplemental)**  
**(For classifications covered by the Washington State Council**  
**of County and City Employees Local 21-RD bargaining unit)**  
**CLASSIFICATION ALIGNMENT/PAY SCHEDULE**  
**Effective: January 1, 2017**

<b>Title</b>	<b>Grade</b>	<b>Min</b>	<b>Mid</b>	<b>Max</b>
	0	\$11.47	\$14.34	\$17.20
	1	\$12.07	\$15.09	\$18.11
	2	\$12.71	\$15.89	\$19.07
	3	\$13.38	\$16.73	\$20.07
	4	\$14.16	\$17.71	\$21.25
Maintenance Aide	5	\$14.95	\$18.69	\$22.43
	6	\$15.80	\$19.75	\$23.70
	7	\$16.70	\$20.88	\$25.05
	8	\$17.65	\$22.06	\$26.47
	9	\$18.66	\$23.32	\$27.98
Meter Reader	9a	\$17.65	\$22.06	\$26.47
Inventory Control Specialist Small Equipment Auto Service Worker	10	\$19.73	\$24.67	\$29.60
Maintenance Technician	8/11	\$17.65	\$22.06	\$26.47
Mechanic HVAC Technician	12	\$23.18	\$28.98	\$34.77
Water Quality Cross Connection Specialist Utility Systems Technician	13	\$23.32	\$29.15	\$34.98
Traffic Signal Technician Lead Maintenance Worker Fleet Ops Lead Water Quality Analyst	14	\$24.66	\$30.83	\$36.99
ITS Network Technician Lead Traffic Signal Technician	15	\$26.15	\$32.69	\$39.23
Source Control Administrator	16	\$25.74	\$32.17	\$38.60

NON-CODE

**CITY OF REDMOND  
ORDINANCE NO. XXXX**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, ESTABLISHING THE 2017 PAY PLAN  
FOR EMPLOYEES COVERED BY THE REDMOND POLICE  
ASSOCIATION, REPRESENTING POLICE SUPPORT  
EMPLOYEES AND ESTABLISHING THE 2017 PAY PLAN  
FOR SUPPLEMENTAL EMPLOYEES WORKING IN  
POSITIONS COVERED BY THE POLICE SUPPORT  
BARGAINING UNIT

---

WHEREAS, the City of Redmond completed labor contract negotiations in 2016 with the Redmond Police Association (RPA), representing Police Support Employees; and

WHEREAS, Pay Plan "PS" and the supplemental pay plan was established and put into effect the negotiated salary ranges agreed to and adopted through the collective bargaining process; and

WHEREAS, the latest salary ranges will now be adjusted in accordance with the negotiated agreement with the RPA bargaining unit, representing police support employees.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Pay Plan Adopted. Effective January 1, 2017, Pay Plan "PS" covering all employees in the Police Support bargaining unit is hereby amended and the salary range increased 1.92 percent above the ranges in effect on December 31, 2016, as

adopted by ordinance 2828. In conjunction with the adjustment of the salary ranges, the salaries for all employees covered by the Police Support bargaining unit will increase across-the-board by 1.92 percent. The amended Pay Plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

Section 2. Pay Plan "S-PS". Effective January 1, 2017, Supplemental Pay Plan "S-PS" covering supplemental police support employees is hereby adjusted to reflect pay ranges that represent 80 percent to 110 percent of the lowest pay for a comparable Regular position, as adopted by Ordinance No. 2828. The amended Pay Plan is attached as Exhibit 2 and incorporated herein as if set forth in full.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.



ADOPTED by the Redmond City Council this \_\_\_\_ day of  
December, 2016.

CITY OF REDMOND

\_\_\_\_\_  
MAYOR JOHN MARCHIONE

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, MICHELLE M. HART, MMC

(SEAL)

APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY:

By: \_\_\_\_\_

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.: \_\_\_\_\_

**CITY OF REDMOND**

**Pay Plan PS\***  
**Redmond Police Association - Police Support Bargaining Unit**  
**Effective January 1, 2017**

<b>Grade</b>		<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
C113	Crime Analyst	5183	5883	6583
C116	Police Program Coordinator	4955	5624	6292
C13	Communications Dispatcher	4338	4925	5511
C15	Lead Communications Dispatcher	4926	5593	6259
C14	Lead Police Support Services Specialist	4258	4834	5409
C115	Legal Advocate	4564	5181	5797
C18	Police Support Officer	3948	4480	5012
C19	Property Evidence Technician	4047	4593	5139
C11	Police Support Services Specialist	3785	4297	4809
C20	Police Support Administrative Assistant	3789	4358	4927
C21	Police Support Administrative Specialist	4028	4633	5238

\*All pay rates include the 1.25% accreditation pay. Should the Police Department lose its accreditation, the rates will be reduced by 1.25%.

**CITY OF REDMOND  
SUPPLEMENTAL "S-PS" PAY PLAN  
REDMOND POLICE ASSOCIATION  
Effective January 1, 2017**

<b><u>CLASSIFICATION</u></b>	<b><u>LOW</u></b>	<b><u>HIGH</u></b>	<b><u>GRADE</u></b>
Supp Crime Analyst	\$23.92	\$32.89	SP10
Supp Police Program Coordinator	\$22.87	\$31.45	SP16
Supp Communications Dispatcher	\$20.02	\$27.53	SP3
Supp Lead Communications Dispatcher	\$22.74	\$31.26	SP8
Supp Lead Police Support Services Specialist	\$19.65	\$27.02	SP4
Supp Legal Advocate	\$21.06	\$28.96	SP5
Supp Police Support Officer	\$18.22	\$25.05	SP6
Supp Property Evidence Technician	\$18.68	\$25.68	SP1
Supp Police Support Services Specialist	\$17.47	\$24.02	SP2
Supp Police Support Administrative Assistant	\$17.49	\$24.05	SP14
Supp Police Support Administrative Specialist	\$18.59	\$25.56	SP15

NON-CODE

**CITY OF REDMOND  
ORDINANCE NO. xxxx**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON ESTABLISHING THE 2017 PAY PLAN  
FOR FIRE SUPPORT EMPLOYEES COVERED BY THE  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
NO. 2829 REPRESENTING ALL NON-UNIFORMED  
EMPLOYEES OF THE CITY OF REDMOND FIRE  
DEPARTMENT

---

WHEREAS, the City of Redmond completed labor contract negotiations in 2016 with the International Association of Fire Fighters No. 2829 Representing All Non-Uniformed Employees of the City of Redmond Fire Department, Excluding Supervisors, Confidential Employees and All Other City Employees; and

WHEREAS, Pay Plan FS was established and put into effect the negotiated salary ranges agreed to and adopted through the collective bargaining process; and

WHEREAS, the latest salary ranges will now be adjusted in accordance with the negotiated agreement with the International Association of Fire Fighters No. 2829, representing fire support employees.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Pay plan adopted. Effective January 1, 2017, Pay Plan FS is hereby amended to grant a 1.92 percent across-

the-board increase to employee's salaries over those salaries in effect on December 31, 2016, as adopted by Ordinance No. 2821. Salary Ranges in the FS pay plan will be increased by the same percentage. The amended pay plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective date. This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_ day of  
December, 2016.

CITY OF REDMOND

\_\_\_\_\_  
MAYOR, JOHN MARCHIONE

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, MICHELLE M. HART, MMC

APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY:  
By:\_\_\_\_\_

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.: \_\_\_\_\_

**City of Redmond**  
**Pay Plan "FS" - Fire Support**  
**Redmond Fire Fighters Union**  
**Representing the Fire Support Bargaining Unit**  
**Effective January 1, 2017**

<b>Grade</b>	<b>Title</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
FS10	Fire Support Office Technician	\$2,814	\$3,520	\$4,225
FS20	Fire Support Administrative Assistant	\$3,789	\$4,358	\$4,927
FS21	Fire Support Administrative Specialist	\$4,028	\$4,633	\$5,238
FS25	Fire Support Program Coordinator	\$4,834	\$5,499	\$6,164
FS30	Fire Mechanic	\$5,106	\$5,690	\$6,274
FS40	Fire Apparatus Program Supervisor	\$5,871	\$6,543	\$7,214

2017 COLA: 1.92%



## 2017 Market Adjustment Summary

The proposed 2017 market adjustment is based on data collected by Human Resources from local cities, a survey of private businesses in the local area, and salary trends published by Milliman USA for the Puget Sound area. The formula used in determining the adjustment is illustrated below.

<b>Published Survey</b> Milliman Puget Sound Regional All Industries Combined <b>2.4%</b> <b>Weighted 33.3%</b>
+
<b>Other Cities Survey</b> <b>1.86%</b> <b>Weighted 33.3%</b>
+
<b>Private Companies Survey</b> Average 2017 Range Adjustment <b>1.5%</b> <b>Weighted 33.3%</b>
=
<b>Proposed Market Trend Adjustment</b> <b>1.92%</b>



**MEMO TO:** Members of the City Council

**FROM:** John Marchione, Mayor

**DATE:** December 6, 2016

**SUBJECT: Approval of Contract with Williams-Heade in the Amount of \$50,000 for the Development of an Economic Development Marketing Package**

**I. RECOMMENDED ACTION**

Authorize the Mayor to execute an agreement for \$50,000 with Williams-Heade to create a City of Redmond economic development suite of marketing materials.

**II. DEPARTMENT CONTACTS**

Erika Vandenbrande, Deputy City Administrator, 425-556-2457  
Jill Smith, Economic Development Manager, 425-556-2448

**III. DESCRIPTION/BACKGROUND**

City staff desires to contract with Williams-Heade to brand and develop a comprehensive suite of marketing materials to enhance Redmond's economic development efforts. Williams Heade was selected based on a robust RFP process to obtain creative marketing services.

The City of Redmond will work collaboratively with our partners, OneRedmond and the Economic Development Council of Seattle & King County, to implement the activities identified in the Scope of Work identified in Attachment A.

The \$50,000 contract is funded through the Port of Seattle grant recently awarded to City of Redmond through the Port's Economic Development Partnership Program, which supports local community economic development activities.

Staff shared this project with the Council on July 12, 2016, as part of the Quarterly Economic Development update. On August 16, 2016, the Council authorized the City to apply for a Port of Seattle Economic Development grant to fund the economic development marketing scope of work. Staff shared that the Port of Seattle had approved the City's application in the September 23, 2016, weekly Council Update. The Council approved the grant at the October 4, 2016, Council meeting.

#### IV. IMPACT

A. **Service/Delivery**: Approval of this agreement will enhance and integrate the marketing materials used by the City and its partners and better represent both Redmond and our region.

B. **Fiscal**: The \$50,000 project will be funded by the Port of Seattle grant. The City will fulfill the match requirement through staff time.

#### V. ALTERNATIVES TO STAFF RECOMMENDATION

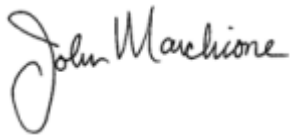
**Do not approve the agreement**: If the agreement is not approved, Redmond will not complete the project which will negatively impact the City's economic development efforts.

#### VI. TIME CONSTRAINTS

Due to the timeline defined in the Port of Seattle agreement funding this work, the project must be complete and all funds spent by May 31, 2017. Any delay in implementing the contract reduces the amount of time the City and partners have to implement the scope of work.

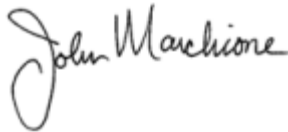
#### VII. LIST OF ATTACHMENTS

Attachment A: Williams-Heade Contract



**11/22/2016**  
**Date**

\_\_\_\_\_  
**John Marchione, Mayor**



**11/22/2016**  
**Date**

Approved for Agenda \_\_\_\_\_  
**John Marchione, Mayor**

## City Agreement Routing Form

The Project Administrator should complete the top section of this form, once Department Head/Designee signature has been obtained, attach the specified number of agreement originals to this form (have the contractor/supplier sign all original copies before routing) and forward the documents to the City Clerk for internal city routing. The City Clerk will route the agreement to the Risk Manager for approval of insurance and indemnification requirements, to the City Attorney for approval as to legal form and to the Mayor for signature. The City Clerk will then attest/authenticate the Mayor's signature and will forward this form and remaining agreement(s) to Project Administrator.

Project Title: Economic Development Marketing Package

Type of Service: Exhibit A = Scope of Work  
Exhibit B = Work Schedule  
Exhibit C = Payment Schedule

Supplier/Contractor Name: Williams-Helde

Contract/Agreement Amount, Original: \$50,000.00 Amended Amount: \$0.00

Council Approval Date: \_\_\_\_\_ Nature of Funding: Economic Development - Port of Seattle Grant

Project Administrator: Jill Smith MailStop: 4SCC Phone: 425.556.2448

Anticipated Agreement Start Date: 12/1/2016 Estimated Completion Date: 5/31/2017

Does this contract contain the purchase of technology related items/services? ☐ YES ☐ NO

If Yes, route to: I.S. Manager (3SFN)

I.S. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Will federal funds be used to pay for all or part of contract? ☐ YES ☐ NO

If Yes, check for debarment at www.sam.gov (print results and keep a copy in project file)

Department Head/  
Designee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Comments:

Account Numbers/  
Distribution 100.18700.00410.55863

NIGP/Commodity Code: 91500

### ROUTING PROCESS: (\_\_\_\_ copies)

To: City Clerk \_\_\_\_\_ Date \_\_\_\_\_  
(for routing and tracking)

Risk Manager \_\_\_\_\_ Date \_\_\_\_\_  
(Signature or initials)

City Attorney \_\_\_\_\_ Date \_\_\_\_\_  
(Signature or initials)

(Note: If contract exceeds Mayor's authorized signing limits, route to City Clerk (3NFN) for council approval)

Mayor \_\_\_\_\_ Date \_\_\_\_\_  
(Signature or initials)

City Clerk \_\_\_\_\_ Date \_\_\_\_\_  
(Signature or initials)

**NOTE:** The agreement becomes fully executable once the Mayor has signed it. The Project Administrator may then forward one set of originals to the Contractor/Consultant and work may begin. The City's original will be retained by the City Clerk. Once all signatures have been obtained, forward a copy of this form to Accounts Payable, with payment instructions.

Finance use ONLY Supplier Id \_\_\_\_\_ Date Received \_\_\_\_\_ Agreement # \_\_\_\_\_

# Statement of Supplier Selection Form

**1) Project Title/Description:**

**Tracking #:** 3,476

Economic Development Marketing Package

**2.) Supplier/Contractor Selected:**

Williams-Helde  
Marc Williams  
2929 1st Avenue, Suite C  
Seattle, WA 98121

**3.) Action Taken (How & why you selected the above supplier?):**

We've completed an RFP and selection process and this vendor scored the highest.

**Project Administrator's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# Consulting Services Agreement

## Non-Public Work

<b>PROJECT TITLE &amp; IDENTIFICATION NUMBER (if # is known)</b>	<b>WORK DESCRIPTION</b> (reference & list all attached exhibits)
Economic Development Marketing Package	Exhibit A = Scope of Work Exhibit B = Work Schedule Exhibit C = Payment Schedule
<b>CONTRACTOR</b>	<b>CITY PROJECT ADMINISTRATOR</b>
Williams-Helde	(Name, address, phone #) Jill Smith City of Redmond 4SCC P.O. Box 97010 Redmond, WA 98073-9710 425.556.2448 jesmith@redmond.gov
<b>CONTRACTOR CONTACT</b> (Name, address, phone #)	<b>BUDGET OR FUNDING SOURCE</b>
Marc Williams Williams-Helde 2929 1st Avenue, Suite C Seattle, WA 98121 206.285.1940	Economic Development - Port of Seattle Grant
<b>FEDERAL ID #</b>	<b>MAXIMUM AMOUNT PAYABLE, IF ANY</b>
91-0890820	\$ 50,000.00
<b>SUPPLIER/CONTRACTOR'S REDMOND BUSINESS LICENSE ID #</b>	<b>COMPLETION DATE</b>
	May 31, 2017
<b>APPLICANT NAME</b>	<b>APPLICANT CONTACT</b> (Name, address & phone #)

THIS AGREEMENT is entered into on \_\_\_\_\_, 20\_\_ between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice

the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.



6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT.

7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

9. Insurance. The CONSULTANT shall provide the following minimum insurance coverages:

A. Worker's compensation and employer's liability insurance as required by the State of Washington;

B. General public liability and property damage insurance in an amount not less than a combined single limit of five million dollars (\$5,000,000) for bodily injury, including death, and property damage per occurrence.

C. Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of two million dollars (\$2,000,000) or more against claims arising out of work provided for in this agreement.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the City, and any other insurance maintained by the CITY shall be excess and not contributing insurance with respect to the CONSULTANT's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

10. Records. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.

11. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.

13. Disputes. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination. The CONTRACTOR agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The CONTRACTOR understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONTRACTOR may be barred from performing any services for the CITY now or in the future.

16. Compliance and Governing Law. The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

17. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on separate Exhibit attached hereto and incorporated herein by this reference as if set forth in full.

18. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

19. Litigation. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

20. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

21. City Business License. The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.

22. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. These standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY'S terms and conditions shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the  
day and year first above written.

CONSULTANT:

CITY OF REDMOND:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

John Marchione, Mayor  
DATED: \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
City Clerk, City of Redmond

APPROVED AS TO FORM:

\_\_\_\_\_



## **EXHIBIT A: SCOPE OF WORK**

The City of Redmond conducts economic development outreach with its partners at OneRedmond and the Economic Development Council of Seattle & King County.

This scope will outline the products desired to represent Redmond as an innovative, technical, diverse, vibrant community within the greater Puget Sound region— one that attracts news businesses and that inspires and supports current businesses within our key business clusters.

The print and digital marketing and media package will be used to support Redmond's and the region's economic development efforts by: (1) promoting Redmond as an innovative and welcoming place to do business in the Puget Sound region and (2) providing tools to recruit prospective business owners, developers, and investors; and (3) providing materials to deploy at national and international tradeshows.

### **SCOPE OF WORK INCLUDES:**

#### **I. PHOTOGRAPHY AND VIDEOGRAPHY**

##### **A. PHOTOGRAPHY**

Professional and creative digital photography showcasing the City of Redmond including:

- businesses/employees/business clusters
- residents/diverse housing
- parks/trails/entertainment
- food/dining/play
- shopping/lifestyle

Minimum of 100 digital photos to be owned by City of Redmond upon completion of the project.

##### **B. VIDEO**

An approximately 2-3 minute video showing City of Redmond's location in perspective to the State of Washington, Puget Sound, SEATAC, and then showcasing employment centers and Redmond attributes.

#### **II. GRAPHIC DESIGN FOR PRINT & DIGITAL USE**

The City of Redmond will provide contractor with the data to be used on each piece.

The content listed below is a brainstorm and is open to discussion and adjustments.

##### **A. ONE-PAGE (single or double sided) MEDIA FACT SHEET**

(Design and print 250 quantity. City owns digital file for future editing and printing.)

##### **B. BROCHURE BOOKLET: FOR USE TO PRINT AND USE ONLINE**

(Design and print 250 quantity each (a, b, c). City owns digital file for future editing and printing.)

###### **a. About Redmond Brochure:**

Details such as, but not limited to the following:

- **Location:** map, access to Port, airport, Seattle, etc., elevation, time zone, precipitation

- **Investment opportunities**
- **Taxes, incentives, regional comparisons**
- **Largest employers**
- **Business overview:** # of businesses, business clusters, pro-business statement
- **Demographics:** race and ethnicity, age, income, education, employment, population,
- **Education:** Lake Washington School District, Lake Washington Institute of Technology, DigiPen, UW Bothell, UW Seattle
- **Workforce advantages**
- **Community overview:** parks, trails, events, awards and designations
- **Transportation:** transit, walkability, light rail, Go Redmond, trails, proximity to SEATAC airport
- **Business resources:**
  - Go Redmond – commute resources for businesses and employees
  - Experience Redmond – tourism program highlighting hotels, restaurants, shopping, things to do
  - OneRedmond – consulting services to both existing businesses and those seeking to expand to the region
  - Economic Development Council of Seattle & King County

**b. Neighborhood Tear Sheets**

Topics such as facts about the neighborhood, overview paragraph, demographics, map, walk score and transit access, redevelopment sites, zoning, etc.

- Downtown
- Overlake
- SE Redmond
- Willows
- Residential

**c. Cluster Tear Sheets:**

- **Business Clusters:** topics such as types of businesses currently in Redmond in the cluster, success stories, supporting education or training in the field, etc.
  - Aerospace-related advanced manufacturing avionics
  - New space/commercial space
  - Software and interactive media
  - Medical information technology and applications-related software
  - Retail, arts and culture

**C. POWER POINT**

(Digital file only)

- Slide deck containing similar content to the brochure

**D. PRESENTATION FOLDER**

(Design and print 500 quantity. City owns digital file for future printing.)

- Branded folder to contain the collection of printed materials and business cards

**E. LARGE ENVELOPE (Design and print)**

(Design and print 500 quantity. City owns digital file for future printing.)

- Large, branded envelope that can be used to mail the printed pieces

### III. TRADESHOWS

The City of Redmond's economic development partner, OneRedmond, will participate in two marketing tradeshow efforts in early 2017 to support business recruitment and expansion in two targeted industry clusters; interactive media and commercial space.

While OneRedmond staff will attend these two events, the creative contractor should design, select a style and print the follow tradeshow marketing products for each show:

- a. Banner stand or portable trade show display
- b. Banner
- c. Branded table cloth

The tradeshows and dates are:

- **D.I.C.E. (Design, Innovate, Communicate, Entertain) Summit – February 2017**

This conference brings together the top video game designers and developers from around the world and business leaders from all major publishers to discuss the state of the industry, its trends and the future.

- **33rd Space Foundation Space Symposium – April 2017**

The Space Symposium, held at The Broadmoor in Colorado Springs, Colo., USA, has brought together space leaders from around the world to discuss, address and plan for the future of space since the inaugural event in 1984.

### EXHIBIT B: WORK SCHEDULE

Per contractor's proposal, the work sequence will include Ideation, Creative Approval, Production and Post-Production. Contractor will provide City with a more detailed schedule upon completion of contract and will work closely with City to execute the project for completion before May 31, 2017.

### EXHIBIT C: PAYMENT SCHEDULE

This project is funded via a grant through the Port of Seattle's Economic Development Partnership Program with matching funds through City of Redmond. The project should not exceed \$50,000. Funds are to be expended by May 31, 2017. Contractor may invoice the City of Redmond monthly throughout the project, if desired.





**MEMO TO:** Members of the City Council

**FROM:** Mayor John Marchione

**DATE:** December 6, 2016

**SUBJECT: Adoption of Resolution Waiving Competitive Bidding Requirements for Hearing Examiner Services**

**I. RECOMMENDED ACTION**

Adopt the attached resolution waiving competitive bidding requirements for Hearing Examiner Services for the City of Redmond on a permanent basis.

**II. DEPARTMENT CONTACTS**

Mike Bailey, Finance and IS Director; 425-556-2160

Michelle M. Hart, MMC, City Clerk; 425-556-2190

**III. DESCRIPTION/BACKGROUND**

On October 25, 2016, the City Clerk briefed the Finance, Administration, and Communications Committee with respect to continuation of the City's Hearing Examiner Services Agreement with the Offices of Sharon Rice. At this time the Clerk advised that due to the dollar amount of the agreement per year (\$25,000 per year) that the action did not require Council approval, and rather, the Mayor could execute the agreement based on the signing authority vested in him by the Council.

In November, the Clerk was advised by the Purchasing Manager that a Request for Proposals for this service, or a request to grant a single source award for services through a Council-adopted resolution, was needed to secure these services as a result of existing City policy. The ability to seek a Request for Proposals for these services still remains an option for the City if and when it feels the need to survey the market and any competitors that may exist. This choice of course would be predicated on City satisfaction with the services being provided.

The rationale for continuation of services with the Offices of Sharon Rice goes directly to providing high quality services to those working for and with the City in these processes. Moreover, continuation of our working relationship with Ms. Rice's firm provides strong continuity of services for all involved. We routinely hear from the participants in development (both the development industry and the impacted communities) that predictability in decision-making is very important. Retaining the current Hearing Examiner would provide a consistent, high quality approach to this important element of the development process. It is for this reason that the agreement is being written to

contain optional two-year renewal periods should the parties (the City and the Hearing Examiner) wish to continue its relationship with each other into the future. A review of continuation of services would be conducted by the parties to the agreement at those two-year intervals.

#### **Council Actions/Communications**

<b>Date</b>	<b>Action/Communications</b>
10/25/16	Finance, Administration, and Communications Committee

#### **IV. IMPACT**

A. **Service/Delivery**: The subsequent agreement to this resolution will provide Hearing Examiner Services to the City of Redmond for land use application and appeal processes, and other appeal issues under the jurisdiction of the Hearing Examiner.

B. **Fiscal**: Funding for Hearing Examiner Services is contained in the budget. The agreement is for a two-year term, \$25,000 each year. To-date, this amount of funding has been sufficient to account for application and appeals activity before the Hearing Examiner.

#### **V. ALTERNATIVES TO STAFF RECOMMENDATION**

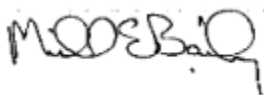
The City Council could reject the proposed resolution, resulting in a competitive procurement process wherein the current HE would be asked to provide coverage for these services until such time as a further agreement process could be undertaken.

#### **VI. TIME CONSTRAINTS**

The current Hearing Examiner agreement with the City of Redmond expires December 31, 2016.

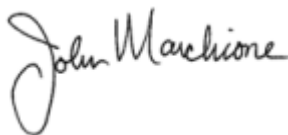
#### **VII. LIST OF ATTACHMENTS**

A. Resolution



\_\_\_\_\_  
**Mike Bailey, Finance and Information Services Director**

**11/23/2016**  
**Date**



Approved for Agenda \_\_\_\_\_  
**John Marchione, Mayor**

**11/23/2016**  
**Date**

**CITY OF REDMOND**  
**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF REDMOND, WASHINGTON, WAIVING COMPETITIVE  
BIDDING REQUIREMENTS FOR HEARING EXAMINER  
SERVICES

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WHEREAS, the City of Redmond Finance and Information Services Department contracts for the services of a Hearing Examiner to function as a neutral, independent party with respect to making determinations on City land use applications, where applicable, and appeals from decision-making bodies within the scope of the Hearing Examiner's jurisdiction; and

WHEREAS, the Offices of Sharon Rice has been providing these services to the City of Redmond on an ongoing basis; and

WHEREAS, the Offices of Sharon Rice has served the participants of the Hearing Examiner process well throughout the time of providing services to the City; and

WHEREAS, due to the high quality services received and the need for continuity of services provided, the City is desirous to continue its contractual relationship with the Offices of Sharon Rice in the capacity of Hearing Examiner to the City of Redmond; and

WHEREAS, it is requested that competitive bidding requirements established by City policy be waived on a permanent basis for the services of a Hearing Examiner; and

WHEREAS, it is acknowledged that the City may, at term-end of the agreement, seek a Request for Proposals from the market should it choose to do so at that time.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1.      Waiver of Competitive Bidding.      The Redmond City Council hereby finds that the facts set forth in the recital paragraphs of this resolution are true and justify exempting the services of Hearing Examiner from competitive bidding policies of the City on a permanent basis.

Section 2.      Authority to Contract.      The City Council has previously vested the authority in the Mayor or his designee to execute agreements for professional services in an amount not greater than \$25,000 in each calendar year.

ADOPTED by the Redmond City Council this 6 day of December,  
2016.

CITY OF REDMOND

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MAYOR JOHN MARCHIONE

ATTEST:

---

MICHELLE M. HART, MMC, CITY CLERK

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.



**MEMO TO:** Members of the City Council

**FROM:** Mayor John Marchione

**DATE:** December 6, 2016

**SUBJECT:** Approval of Agreement for Developers to Pay Cost of Acquiring Easements in 134th Avenue NE for the Garbarino Subdivision

**I. RECOMMENDED ACTION**

Authorize Mayor to execute on behalf of the City of Redmond an agreement for developers to pay for the cost of acquiring easements for water, sewer and storm drainage facilities in 134th Avenue NE in order to provide service to the Garbarino Subdivision.

**II. DEPARTMENT CONTACTS**

Linda De Boldt, Director of Public Works	425-556-2733
Mike Paul, City Engineer	425-556-2721
Scott Thomasson, Water/Wastewater Engineering Manager	425-556-2829

**III. DESCRIPTION/BACKGROUND**

The developers of a project commonly known as the Garbarino Subdivision are having difficulty obtaining offsite easements for construction of sewer and storm drainage facilities that conform to City utility plans. The Garbarino Subdivision is located in the vicinity of NE 100<sup>th</sup> Street and 136<sup>th</sup> Avenue NE on Rose Hill. The developers have requested the City's assistance to obtain the needed easements. These easements are needed not only to serve the proposed subdivision but to allow future sewer service to be extended to properties to the north of the proposed subdivision in accordance with the general sewer plan.

The agreement provides that the City will work to acquire the easements and that the developers will reimburse the City its costs of negotiating and obtaining the easements. If the City is unable to obtain the easements by negotiating, a future request to obtain the easements by condemnation may be presented to Council. The agreement also provides for reimbursement of all of these costs.

**Council Actions / Communication**

Date	Action / Committee Presentation
11/07/2016	Planning and Public Works Committee
Today	Approve Agreement

#### IV. IMPACT

A. **Service/Delivery**: The developer is requesting the City's assistance to obtain offsite utility easements to allow the proposed Garbarino Subdivision to install offsite utilities. The developer has negotiated with the property owners and has not been successful in obtaining the needed easements. The developer was pursuing alternative utility routes but these alternative routes do not provide future service to properties to the north of the subdivision as shown in the General Sewer Plan.

B. **Fiscal**: The agreement provides for the developer to pay all costs of the City to negotiate and obtain the easements.

#### V. ALTERNATIVES TO STAFF RECOMMENDATION

The City Council could choose not to approve the Agreement. The developer would need to continue to negotiate on its own with the adjacent properties. Without the easements the property will not be able to develop.

#### VI. TIME CONSTRAINTS

There are no time constraints on approving the agreement but development of the subdivision is on hold until the easements are obtained.

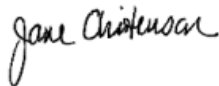
#### VII. LIST OF ATTACHMENTS

- A. Agreement
- B. Vicinity Map



\_\_\_\_\_  
**Linda De Boldt, Director of Public Works**

**11/23/2016**  
**Date**



Approved for Agenda \_\_\_\_\_  
**Jane Christenson, Deputy City Administrator**

**11/23/2016**  
**Date**

## **AGREEMENT TO PAY COST OF ACQUIRING EASEMENTS**

THIS AGREEMENT is entered into between the City of Redmond, a Washington municipal corporation (“the City”), and Milestone Northwest, LLC, a Washington limited liability company (“Milestone”), for the purposes hereafter mentioned.

### **RECITALS**

A. Milestone (“the Developer”) is the primary applicant for a residential development commonly known as the Garbarino Subdivision, City File No. LAND-2015-02248, and located in the vicinity of NE 100th Street and 136th Avenue NE.

B. The City’s regulations require that the Garbarino Subdivision and other properties in the Rose Hill area be served with City of Redmond water, sanitary sewer and stormwater lines and facilities. The City’s Comprehensive Water System Plan, Comprehensive General Sewer Plan and Comprehensive Stormwater Plan all provide for such lines and facilities to be provided in an alignment (the “Specified Alignment”) on 134th Avenue NE, a private road located within Lots 2, 3 and 4 of King County Short Plat No. 977103 (King County Recorder No. 7802230999) (the “Subject Property”), immediately to the east of the Garbarino Subdivision. The utility lines and facilities shown in the Comprehensive Water System Plan, Comprehensive General Sewer Plan and Comprehensive Stormwater Plan as following the Specified Alignment are intended to serve the Garbarino Subdivision property as well as an additional area of Rose Hill north of the Garbarino Subdivision property (the “Rose Hill area”). A drawing depicting the Specified Alignment, the Garbarino Subdivision property, and the Rose Hill area is attached to this Agreement as Exhibit A and incorporated herein by this reference as if set forth in full.

C. There is an existing water line located in 134th Avenue NE in the Specified Alignment. Location of the sanitary sewer and stormwater utility lines and facilities in the Specified Alignment is shown in the Comprehensive Sewer Plan and Comprehensive Stormwater Plan because the topography of the Rose Hill area in the vicinity of the Garbarino Subdivision is such that the City gravity sewer can be provided to properties north of the Garbarino Subdivision through the Specified Alignment and because storm water facilities, if located in the Specified Alignment, will be in a maintainable location, away from residences and an existing stormwater pond.

D. The Developer has attempted to acquire the necessary easement rights to locate the utility lines and facilities in the Specified Alignment but have been unsuccessful in negotiations with the owners of the Subject Property (the “Owners”). Because the Specified Alignment will fulfill the requirements of the Comprehensive Water System Plan, Comprehensive General Sewer Plan, and Comprehensive Stormwater Plan, and will provide service to the Rose Hill area, the City has indicated its willingness to acquire the necessary easement interests and to exercise its power of eminent domain to do so if agreement cannot be reached with the Owners. The Developer has expressed a willingness to pay the reasonable costs incurred by the City in diligently pursuing the Easement Acquisition and Acquisition Activities (as such terms are defined herein).



E. The parties wish to reduce their agreement to writing and have set forth the terms of their agreement herein.

F. The City's Public Works Department shall be the lead agency responsible for the Easement Acquisition and Acquisition Activities and the City's Public Works Director shall act as the administrator for this Agreement.

G. The Developer and City will participate and cooperate as necessary and appropriate to diligently complete the objectives of this Agreement. The Developer and the City agree to commit staff and other resources in a timely manner, share responsibility to solve problems and participate in diligently pursuing the Easement Acquisition.

NOW, THEREFORE, in consideration of and subject to the terms and conditions hereafter set forth, the parties enter into the following:

### **AGREEMENT**

**1. Term.** This Agreement shall become effective upon execution by all parties hereto and shall remain in effect until the Acquisition Activities have been completed, unless terminated sooner as provided herein.

**2. City to Acquire Necessary Easements.** The City agrees to use reasonably diligent efforts to acquire, through negotiations or condemnation proceedings, the necessary easements in, under, over, across and upon the private road known as 134th Avenue NE within Subject Property immediately east of and abutting the Garbarino Subdivision in order to install and maintain the sanitary sewer and stormwater lines and facilities depicted in the Specified Alignment and to confirm the right to maintain the existing water line in the Specified Alignment (the "Easement Acquisition"). The City will first attempt to negotiate with the Owners to complete the Easement Acquisition. If the Owners express a willingness to negotiate with the City, the City will make offers to acquire the easements from the Owners for fair market value. If the City staff is unsuccessful in reaching an acceptable agreement with all of the Owners regarding the Easement Acquisition by March 31, 2017, the City staff will bring forward an ordinance to the Redmond City Council at the Council's meeting on May 2, 2017, authorizing the use of the City's eminent domain power to acquire the necessary easements if just compensation cannot be agreed to by the City and the Owner(s). If the Redmond City Council passes the ordinance, the City will initiate condemnation proceedings in King County Superior Court to acquire the necessary easements. The fair market value for the required Easement Acquisition shall be based on a current appraisal report of the Easement Acquisition prepared for the City by a certified appraiser. The City shall share its appraisal with the Developer before making an offer to the Owners. If the condemnation proceeding reaches the trial stage, the City may make such additional offers prior to commencement of said trial as the City deems appropriate, including but not limited to an offer made to each Owner at least thirty (30) days prior to trial as provided in RCW 8.25.075. The City will notify prior to making specific offers to any of the Owners.

**3. Payment by Developer.** The Developer agrees to pay all reasonable costs incurred by the City in its diligent actions to complete the Easement Acquisition, including but not limited to, appraisal costs, costs of any necessary engineering and surveying consultants, staff time (salaries, benefits and overhead), the price or value of the easements, filing fees and costs and legal fees incurred by the City in any condemnation action brought to acquire the easements, any just compensation paid in such proceedings, and any costs, and attorneys' fees to which the condemnee(s) may be entitled in such proceedings (the "Acquisition Activities"). The City agrees to use reasonably diligent efforts to control such costs. It is anticipated that the Acquisition Activities will be completed within eighteen (18) months from mutual execution of this Agreement.

**4. Deposit.** Within ten (10) days after execution of this Agreement, the Developer shall deposit the sum of Twenty Five Thousand and No/100 Dollars (\$25,000.00) with the City. The funds deposited with the City shall be used for the Acquisition Activities. The City will not begin the process of acquiring the easements until such time as the funds are deposited. The City will provide the Developer with monthly invoices detailing the amounts charged against the deposit. If the amount remaining on deposit is reduced below \$5,000 at any time, the City shall provide to the Developer a written estimate of the remaining cost of the Acquisition Activities and the Developer shall deposit additional funds with the City in an amount sufficient to enable the City to complete the Easement Acquisition based on the estimate.

Developer shall be entitled to any sums remaining on deposit after all of the Acquisition Activities have been paid. Disbursal of any remaining funds on deposit back to the Developer shall be made within 60 days after: (i) termination of this Agreement, or (ii) final payment for the costs of all Acquisition Activities.

**5. Information and Consultation.** The City agrees to keep the Developer informed of the City's progress in pursuing the Easement Acquisition and to consult with the Developer as to any offers or agreements reached or to be reached with the Owners. Payments to each Owner for just compensation shall be made by the City from the funds deposited by the Developer. A payment to an owner or into the registry of the court shall only occur at such time as (a) the City has received a properly executed easement document from each Owner for each Owner's interest in the Subject Property, together with any temporary construction easements, if needed, or (b) the City has received immediate use and possession in a condemnation action brought to acquire the Easements; or (c) a final judgment and decree of appropriation has been entered in a condemnation action to acquire the easements.

**6. Re-Initiation of Subdivision Review Process.** The City recognizes the Developer's desire to re-initiate the "Pre-Review Entitlement Process" ("PREP") for the Developer's applications associated with the Garbarino Subdivision as soon as possible. The City will re-initiate PREP as soon as the City has reasonable assurance that the Easement Acquisition will be completed, and will do so immediately if either of the following occur: (i) the City reaches an acceptable agreement with each of the Owners, in the form of signed purchase agreements, confirming the City's right to acquire the necessary easements; or (ii) all of the Owners stipulate to "immediate use and possession" of the necessary easements during the condemnation process.

7. **Construction by Developer.** Upon completion of the Easement Acquisition, the Developer shall be authorized to construct and install that portion of the sewer and stormwater lines and facilities to be located within the easements (the “Facilities”) at the Developer’s sole cost and expense, provided, that the Developer shall be required to obtain any necessary permits and construction drawing approvals from the City prior to doing so. If, after completion of the Easement Acquisition, the Developer submits an application to the City for approval of a Utility Reimbursement Agreement related to the costs of constructing the Facilities pursuant to Chapter 13.12 of the Redmond Municipal Code, the City will make reasonable efforts to expedite its review of such application consistent with the requirements of the Redmond Municipal Code and the Revised Code of Washington.

8. **Termination.** The City may, in its sole good-faith discretion, terminate this Agreement at any time upon thirty (30) days prior written notice to the Developer if the Developer fails to abide by the terms and conditions of this Agreement and the City may immediately suspend work under this Agreement at any time upon the Developer’s failure to make timely payment under this Agreement. The Developer may terminate this Agreement at any time prior to the initiation of condemnation proceedings by the City upon giving the City thirty (3) days’ prior written notice of termination. The Developer may not terminate this Agreement once the City has initiated condemnation proceedings to acquire the Easements. Upon termination of this Agreement for any reason or upon the request by Developer, the City shall provide to Developer all records, documentation, correspondence, appraisals and other information relating to the Easement Acquisition and the City’s negotiations with the Owners, except such records as may be attorney-client privileged or attorney work product.

9. **Assignment.** Neither party may assign all or any portion of its rights and obligations under this Agreement without the express written consent of the other.

10. **Notices.** All notices required by this Agreement shall be in writing and shall be sent or delivered to the parties at the following addresses:

**CITY OF REDMOND**

Mayor John Marchione  
City of Redmond  
15670 NE 85th Street  
P.O. Box 97010  
Mail Stop 4NEX  
Redmond, WA 98073-9710

**DEVELOPER**

Greg Arms, Managing Member  
Milestone Northwest, LLC  
227 Bellevue Way NE, #183  
Bellevue, WA 98004

Or to such other representatives as the parties may designate in writing. Unless otherwise provided herein, all notices shall be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally

recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other party's representative as listed herein.

**11. No Waiver.** Neither party shall be relieved of its obligations under this Agreement by reason of any failure by the other party to enforce prompt compliance, and such failure to enforce shall not constitute a waiver of rights or acquiescence in the other party's conduct.

**12. Governing Law and Venue.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be King County, Washington.

**13. Time.** Time is of the essence in every provision of this Agreement. Unless otherwise set forth in this Agreement, the reference to "days" shall mean calendar days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.

**14. No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

**15. No Joint Venture.** No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one party shall be deemed, or represent themselves to be, employees of any other party.

**16. Construction of Agreement.** This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement. The parties intend this Agreement to be interpreted to the full extent authorized by applicable law.

**17. Force Majeure.** The parties shall not be deemed in default with provisions of this Agreement where performance was rendered impossible by war, terrorism or riots, civil disturbances, floods or other natural catastrophes beyond its control; the unforeseeable unavailability of labor or materials; or labor stoppages or slow-downs, or power outages exceeding back-up power supplies. This Agreement shall not be revoked or a party penalized for such noncompliance, provided that such party takes immediate and diligent steps to bring itself back into compliance and to comply as soon as practicable under the circumstances without unduly endangering the health, safety, and integrity of both parties' employees or property, or the health, safety, and integrity of the public, public right-of-way, public property, or private property.

**18. Amendments.** This Agreement may be amended only by a written instrument executed by each of the parties hereto.

**19. Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matters of this Agreement, and supersedes any and all prior negotiations (oral and written), understandings and agreements with respect hereto. However, the parties will negotiate and execute such ancillary agreements as may be required to implement this Agreement.

**20. Headings.** Section headings are intended as information only, and shall not be construed with the substance of the section they caption.

**21. Grammar.** In construction of this Agreement, words used in the singular shall include the plural and the plural the singular, and “or” is used in the inclusive sense, in all cases where such meanings would be appropriate.

**22. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

**23. Terms Severable.** In case any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.

EXECUTED by the parties as of the dates set forth below.

CITY OF REDMOND

MILESTONE NORTHWEST, LLC

\_\_\_\_\_  
Mayor John Marchione

Dated:\_\_\_\_\_

\_\_\_\_\_  
Greg Arms, Managing Member

Dated:\_\_\_\_\_

## **EXHIBIT A**

Drawing Depicting the Specified Alignment, the Garbarino Subdivision Property,  
and the Rose Hill Area





## Attachment B - Vicinity Map





**MEMO TO:** Mayor and City Council

**FROM:** Mayor John Marchione

**DATE:** December 6, 2016

**SUBJECT: Public Hearing and Adoption of Amendments to the Redmond Zoning Code and Redmond Municipal Code to Support Low-Impact Development**

**I. RECOMMENDED ACTION**

Conduct a public hearing regarding Low-Impact Development (LID)-related proposed changes to the Redmond Zoning Code. Following the public hearing, adopt ordinances authorizing LID-related changes to the Redmond Zoning Code and Redmond Municipal Codes.

**II. DEPARTMENT CONTACTS**

Linda De Boldt, Public Works Director	425-556-2733
Gary Schimek, Natural Resources Division Manager	425-556-2742
Jerallyn Roetemeyer, Natural Resources Supervisor	425-556-2824
Steve Hitch, Senior Engineer, Natural Resources	425-556-2891

**III. DESCRIPTION/BACKGROUND**

The NPDES Phase II Municipal Stormwater Permit requires cities to review and revise codes to address gaps and remove barriers that may inhibit the use of LID as the preferred and common method for managing stormwater. Also, Phase II cities in Western Washington are required to adopt the Washington State Department of Ecology's nine minimum requirements for development and redevelopment. Both requirements must be effective January 1, 2017.

An interdepartmental staff team and Steering Committee was convened to conduct a comprehensive, citywide review of local development related codes, rules, standards, and other enforcement documents to incorporate and require LID principles and LID BMPs. Following the Department of Ecology's guidance document, *Integrating LID into Local Codes: A Guidebook for Local Governments* (Puget Sound Partnership, 2012), the team's review included the Zoning Code, the Comprehensive Plan, the Redmond Municipal Code, the Stormwater Technical Notebook, the Transportation Master Plan and the engineering standard details. Where barriers in the codes were identified, revisions were drafted to minimize impervious surfaces, native vegetation loss, and stormwater runoff in all types of development situations.



Changes to the Zoning and Municipal Codes include adoption of the Washington State Department of Ecology's Stormwater Management Manual for Western Washington (2014) and Ecology's Minimum Requirements for development and redevelopment. Currently, Redmond is using the 2005 "Manual" which is administered through the City of Redmond Stormwater Technical Notebook. The Technical Committee has authority to approve the Stormwater Technical Notebook, and that action is scheduled for December 7, 2016. The Redmond Planning Commission reviewed proposed LID-related amendments to the Redmond Zoning Code (RZC) and submitted their recommendations in a [Planning Commission Report](#) dated June 29, 2016. The Commission recommended adoption of the proposed changes as presented by staff at that time.

### **Stakeholder Engagement**

Stakeholder input included two workshops for the development and engineering communities in February and March to provide insight on the application of LID feasibility effective March 1, 2016, and upcoming code changes related to low-impact development. The workshops were well attended. In April, a webinar was offered to provide information and solicit input on proposed changes to the zoning code. Nineteen people/clients participated in the webinar. An additional webinar was held in August to receive input on proposed changes to the Stormwater Technical Notebook. The Planning Commission held a public hearing regarding these LID-related Redmond Zoning Code amendments on June 8, 2016. Staff presented to OneRedmond Government Affairs in August, September, and October 2016. The City received correspondence from OneRedmond and Puget Sound Keepers Alliance in response to the outreach efforts.

The City's website ([www.redmond.gov/LID](http://www.redmond.gov/LID)) provides information about the proposed code changes including draft language for the Zoning and Municipal codes and the Stormwater Technical Notebook; contact information; stakeholder engagement; schedule; and other related documents. Interested stakeholders were notified as new and updated information was posted.

### **Flexibility to Conduct Further Research in Urban Areas and the Need for an Additional Public Hearing**

Ecology's Stormwater Management Manual for Western Washington contains within it a clause allowing the City to "reduce or supersede" the application of on-site LID infiltration facilities for competing needs such as "special purpose zoning districts." During Planning Commission deliberations, the proposed Zoning Code changes were to be applied throughout the City. Following the Planning Commission's completion of their recommendation, staff received comments during the public engagement process stating that the City should use this clause to exempt part of Downtown and Overlake neighborhoods from the NPDES LID requirements.

Staff proposes to use the regulatory flexibility within the NPDES permit to maintain current stormwater management requirements in portions of Downtown and Overlake Neighborhoods, in order to: a) allow the City more time to research and assess the questions brought forward by stakeholders, and b) craft an approach to LID in urban

centers that achieves the best balance of numerous City interests. The details for applying LID in urban areas and the remainder of the City would then be outlined in the Stormwater Technical Notebook. Staff anticipates research and analysis can be completed by June 1, 2017. Staff would update the City Council periodically as this work proceeds and at the completion of the assessment, bring recommendations to Council on LID implementation in the City's urban centers.

This change in the City's approach to LID implementation is a significant change to the geographic scope of the proposal considered by the Planning Commission. As a result, the City is required to conduct an additional public hearing prior to the Council's consideration of whether to authorize *RZC 21.17.010*. This hearing provides the public the ability to comment on the removal of new LID code requirements from the City's two urban centers while the City conducts further research. Upon closing of this public hearing at the December 6, 2016, staff asks Council to consider adoption of the full packet of RZC and RMC amendments.

#### **Council Actions / Communication**

The City Council has received several briefings via staff reports and study sessions on the proposed changes to the Zoning and Municipal codes and the Stormwater Technical Notebook. Information included 1) a review of the benefits of low-impact development, 2) the requirements of the NPDES Municipal Stormwater Permit and the nine minimum requirements, 3) the importance of early planning, 4) infiltration in the urban centers, 5) stakeholder input, and 6) budgetary impacts.

<b>Date</b>	<b>Action / Committee Presentation</b>
October 13, 2015	Study Session/Qtrly Environmental Update
June 7, 2016	Staff Report
June 29, 2016	Planning Commission Report to Council
July 12, 2016	Planning and Public Works Committee
August 9, 2016	Planning and Public Works Committee
August 16, 2016	Staff Report
September 13, 2016	Planning and Public Works Committee
September 27, 2016	Study Session
November 15, 2016	Study Session
November 29, 2016	Study Session
December 6, 2016	Public Hearing

## **IV. IMPACT**

A. **Service/Delivery**: The proposed changes provide clarification for how to use low-impact development to manage stormwater on private development and public projects. Low-impact development helps to recharge the groundwater aquifer, protects streams from high flow rain events, and improves water quality in streams or the river. It also

puts Redmond in compliance with the Phase II Municipal Stormwater Permit requirements in Redmond.

B. **Fiscal:** Budgetary impacts include additional staff time to review and inspect low-impact development projects, additional training, and soil mapping. Requests for additional funding are included in the budget offers for 2017/2018. For City projects, acquisition of right-of-way to accommodate low-impact development is not required.

## V. ALTERNATIVES TO STAFF RECOMMENDATION


The City Council could direct staff to draft alternative code language; however, the City could be out of compliance with the NPDES on January 1, 2017.

## VI. TIME CONSTRAINTS

All Phase II jurisdictions must 1) review and update codes to make low-impact development the preferred and commonly used method to manage stormwater and 2) adopt the minimum requirements for development and redevelopment by December 31, 2016.

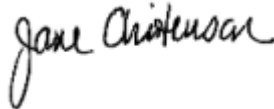
## VII. LIST OF ATTACHMENTS

- A. Summary of Proposed Stormwater Code Changes
- B. Proposed Ordinance Amending Redmond Zoning Code  
Exhibit 1 - Proposed Amendments to Redmond Zoning Code
- C. Proposed Ordinance Amending RMC 13.06
- D. Proposed Ordinance Amending RMC 15.24



\_\_\_\_\_  
**Linda De Boldt, Director of Public Works**

**11/23/2016**  
**Date**



Approved for Agenda \_\_\_\_\_

**11/23/2016**  
**Date**

**Jane Christenson, Deputy City  
Administrator**

## Summary of Proposed Stormwater Code Changes

Municipal Code Change	Nature of the Proposed Change	Rationale
<b>Stormwater Management Code 13.06</b>	<ul style="list-style-type: none"> <li>Update references to Stormwater Technical Notebook to reflect new title in RMC 15.24</li> <li>Update source control language to compliment new language in 15.24</li> </ul>	Minor editing
<b>Clearing, Grading, and Stormwater Management 15.24.020—Design, construction, and maintenance—General requirements</b>	This states that Redmond is adopting the <i>2012 Stormwater Management Manual for Western Washington (SWMMWW) as Amended in 2014</i> .	Adoption of the performance standards in the 2012 SWMMWW is required by December 31, 2016.
<b>Clearing, Grading, and Stormwater Management 15.24.055 (2) Activities that do not require permits</b>	Removes “any surface intended for vehicular traffic shall provide a floatables separator.” Also removed language that suggests Development services reviews plans without needing a permit and without permit fees.	This refers to a technical consideration that is better presented in the STN where a greater level of details can be provided. Also, if taken literally this could require a downturned elbow in each catch basin where runoff from surfaces with vehicle traffic exists, making maintenance an issue.
<b>Clearing, Grading, and Stormwater Management 15.24.055 (5) Activities that do not require permits</b>	Adds two NPDES exempt activities: one related to public road maintenances and the other related to public underground utility replacement.	This aligns the RMC code with NPDES permit provisions and our current practices.
<b>Clearing, Grading, and Stormwater Management 15.24.060 Classification of clearing, grading, and stormwater management construction activities</b>	Added to the table a project classification for clearing and grading only; separating it from the development project classification	Simplifies the code to establish what is required for a standalone clearing and grading project.
<b>Clearing, Grading, and Stormwater Management 15.24.080 Requirements for design and construction</b>	<ul style="list-style-type: none"> <li>Removes language and replaces it with a summary of the NPDES <i>Minimum Requirements for New Development and Redevelopment</i>.</li> <li>Updates thresholds detailing when minimum requirement apply</li> <li>Removes numerous references and requirements now covered by the minimum requirement language.</li> </ul>	<ul style="list-style-type: none"> <li>The City needs to adopt the new thresholds to align with the 2012 SWMMWW the NPDES permit.</li> <li>This provides greater clarity and a more concise structure for the RMC code language.</li> </ul>
<b>Clearing, Grading, and Stormwater Management 15.24.095 Wellhead and Groundwater Protection performance</b>	<ul style="list-style-type: none"> <li>Clarifies that the city wants documentation of well construction or decommission.</li> <li>Prohibits the import of contaminated soils citywide</li> <li>Prohibit the use of demolition material, including crushed</li> </ul>	Currently the city does not allow contaminated fill citywide. This change codifies current practice.

## Summary of Proposed Stormwater Code Changes

<b>standards</b>	concrete, as fill material citywide.	
<b>Clearing, Grading, and Stormwater Management 15.24.120 stop work orders</b>	<ul style="list-style-type: none"> <li>Clarifies what is required for sediment and erosion controls in rainy season and outside rainy season, and what the expectations are for the application and removal of stop work orders.</li> </ul>	RMC is not clear about what is required in addition to statewide requirements for sediment and erosion controls and documentation thereof.

Stormwater Technical Notebook	Nature of the Proposed Change	Rationale
<b>Stormwater Technical Notebook</b>	<p>Aligns with Ecology's 2012 Stormwater Management Manual for Western Washington as amended in 2014 (2014 SWMMWW).</p> <ul style="list-style-type: none"> <li>Low impact development (LID) requirements for new development and redevelopment.</li> <li>Revised guidance on determining infiltration rates.</li> <li>New and revised stormwater source control and treatment BMPs.</li> <li>New and revised construction BMPs.</li> <li>Western Washington Hydrology Model (WWHM) update and modeling guidance.</li> </ul>	Comply with new 2012 SWMMWW and NPDES Permit
<b>Stormwater Technical Notebook</b>	Clarify that pervious pavement may be substituted with functionally equivalent infiltration BMPs that meet design requirements.	Rather than allow pervious pavement, a technology that represents a high maintenance burden and cost to the City, require use of City approved equivalent designs that meet the objective of pervious pavement without the maintenance burden.
<b>Stormwater Technical Notebook</b>	Proprietary stormwater treatment facilities are generally not allowed for residential developments.	Limit use of proprietary stormwater treatment facilities that become a costly maintenance burden for the City.

## Summary of Proposed Stormwater Code Changes

Zoning Code	Nature of the Proposed Change	Rationale
<b><i>Regulations for the N. Redmond Wedge Area and Bear Creek Neighborhood (21.08.180.E.2.e.i, e.ii, &amp; e.iii)</i></b>	<ul style="list-style-type: none"> <li>Removes language requiring the use of “two additional low impact development (LID) actions” from a list of potential LID actions.</li> <li>Moves remaining code language to 21.67.010 <i>Green Building Incentive Program</i>.</li> </ul>	Starting in 2017, State regulations will require numerous LID-related actions; the City cannot require only “two additional actions.” Moving the remaining language to the <i>Green Building Incentive Program</i> consolidates the information.
<b><i>Surface Water Management (21.17.010.E)</i></b>	<ul style="list-style-type: none"> <li>Specifies that an area for “On-site Stormwater Management” as per <i>The Western Washington Phase II Municipal Stormwater Permit</i> needs to be identified during site plan entitlement.</li> <li>Clarifies that infiltration areas to meet this new requirement can be used to satisfy other set aside requirements (e.g. building set-back, landscaping, and open space requirements).</li> </ul>	<ul style="list-style-type: none"> <li>Provides predictability to developers regarding new LID requirements taking effect in 2017.</li> <li>Helps ensure that on-site stormwater management considerations are taken into account early in the site design process.</li> </ul>
<b><i>Landscaping Ecological Scoring (21.32.060)</i></b>	Removes incentives for installing LID facilities.	The City should not incentivize required actions.
<b><i>Parking Lot Landscaping Standards (21.32.070)</i></b>	<ul style="list-style-type: none"> <li>Removes the need to seek a “deviation” when placing bioretention in parking lots in Wellhead Zone 4.</li> <li>Clarifies that bioretention can be used to meet parking lot landscaping requirements.</li> <li>Details bioretention landscaping requirements within parking lots, and allows “curb cuts” so runoff can flow to bioretention facilities.</li> </ul>	<ul style="list-style-type: none"> <li>Requiring a deviation can be interpreted as a barrier to placement of bioretention facilities.</li> <li>Removes uncertainty within the code.</li> <li>Curb cuts are often necessary when installing LID facilities.</li> </ul>
<b><i>21.67.010 Green Building and Green Infrastructure Incentive Program</i></b>	Removes incentives for installing LID facilities.	The City should not incentivize required actions.

CODE

**CITY OF REDMOND**  
**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING THE REDMOND ZONING CODE TO SUPPORT THE USE OF LOW-IMPACT DEVELOPMENT (LID) STORMWATER MANAGEMENT PRACTICES BY AMENDING: (1) RZC 21.08.180(F) RESIDENTIAL DEVELOPMENT AND ARCHITECTURAL, SITE, AND LANDSCAPE DESIGN REGULATIONS; (2) RZC 21.12.130 OVERLAKE LANDSCAPING; (3) RZC 21.17.010(E) ADEQUATE PUBLIC FACILITIES AND SERVICES REQUIRED; (4) RZC 21.32.060 ECOLOGICAL SCORE REQUIREMENTS TABLE; (5) RZC 21.32.070(A) AND (B) PARKING LOT LANDSCAPING STANDARDS AND TABLE 21.32.070 PARKING LOT INTERIOR LANDSCAPING; (6) RZC CHAPTER 21.67 GREEN BUILDING AND GREEN INFRASTRUCTURE INCENTIVE PROGRAM; AND (7) RZC 21.78 DEFINITIONS

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WHEREAS, the Western Washington Phase II Municipal Stormwater Permit (NPDES permit) requires the City of Redmond to revise the RZC to remove barriers to the use of Low-Impact Development (LID) stormwater management practices; and

WHEREAS, City of Redmond staff identified barriers to the use of LID within the RZC; and

WHEREAS, staff engaged the public through workshops and other means over a six-month period, and consulted with neighboring jurisdictions; and

WHEREAS the NPDES permit requires adoption of new code provisions intended to make LID the "preferred and commonly used approach to site development" by December 31, 2016.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Classification. The amendments set forth on Exhibit 1 to this ordinance are of a general and permanent nature and shall become a part of the Redmond Zoning Code.

Section 2. Findings, Conclusion, and Analysis. In support of the recommended amendment to the Zoning Code, the City Council hereby adopts the findings, conclusions, and analysis contained in the Planning Commission Report (City file no. LAND-2016-00722, SEPA-2016-00723) dated June 29, 2016, including the related attachments and exhibits to that report excerpted as noted in Section 3 below.

Section 3. Findings and Conclusion for Portions of Downtown and Overlake Urban Centers. The City Council finds that a change in the City's approach to LID will alter the application of a proposed requirement within RZC 21.17.010 for parts of Downtown Redmond and the Overlake Neighborhoods; removing a requirement that development projects identify the potential location of LID-infiltration facilities early in their development review process. The City Council therefore concludes that the City use the regulatory flexibility within the NPDES permit to maintain



current stormwater management requirements in portions of Downtown and Overlake Neighborhoods, in order to: a) allow the City more time to research questions brought forward by stakeholders, and b) craft an approach to LID in urban centers that achieves the best balance of numerous City interests.

Section 4. Redmond Zoning Code Amended. The following portions of the Redmond Zoning Code are hereby amended as shown in Exhibit 1 incorporated herein by this reference as if set forth in full to this ordinance:

- RZC 21.08.180 Residential Development and Architectural, Site, and Landscape Design Regulations
- RZC 21.12.130 Overlake Landscaping
- RZC 21.17.010 Adequate Public Facilities and Services Required
- RZC 21.32.060 Ecological Score Criteria
- RZC 21.32.070 Parking Landscaping Standards
- RZC 21.67 Green Building and Green Infrastructure Incentive Program
- RZC 21.78 Definitions

Section 5. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such

invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 6.      Effective Date.      This ordinance shall become effective five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this 6th day of  
December 2016.

CITY OF REDMOND

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MAYOR JOHN MARCHIONE

ATTEST:

---

MICHELLE M. HART, MMC, CITY CLERK (SEAL)

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

---

JAMES HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO. \_\_\_\_\_

# EXHIBIT 1

## Proposed Amendments

### To the Redmond Zoning Code

#### 21.08.180 Residential Development and Architectural, Site, and Landscape Design Regulations

##### 21.08.180 F.2.a.viii.B

B. Drainage swales shall be designed to minimize maintenance required by the City and adjacent property owners. The adjacent property owner is responsible for landscape maintenance, including irrigation of the swale as needed. The City will provide best management practices for swales so that property owners can conduct this landscaping maintenance. The City will provide maintenance to elements of the swale associated with the drainage and stormwater conveyance. The City will provide maintenance regarding the function of the drainage facility and a description of best management practices for swales for property owners.

##### 21.08.180 E.2.e.i-iii

~~e. Low Impact Development within North Redmond Wedge Subarea and Bear Creek Neighborhood. Sustainable and low impact development (LID) techniques shall be incorporated into new residential development within the Wedge Subarea and Bear Creek Neighborhood. Refer to RZC 21.67, *Green Building and Green Infrastructure Incentive Program*, for definitions and guidelines, with the exception of the additional density incentive. Additional density by way of the Green Building and Green Infrastructure Incentive Program shall not be allowed within the Wedge subarea.~~

~~i. All of the following Green Building and Green Infrastructure techniques are required within the Wedge subarea; bioretention or infiltration (where feasible) and at least two other techniques are required in the Bear Creek neighborhood:~~

~~A. Site assessment;~~

~~B. Green Building Certification — Demonstrate ability to meet BuiltGreen 4-star/LEED Silver, Salmon Safe, or Evergreen Sustainable Development standard minimum;~~

~~C. Drought-tolerant landscaping;~~

~~D. Native vegetation retention — refer to points awarded for flexibility in meeting this requirement;~~

~~E. Native soil preservation;~~

~~F. Native soil restoration;~~

~~City of Redmond — Redmond Zoning Code (RMC Title 21) Page 13~~

~~G. Impervious surface area reduction — refer to points awarded for flexibility in meeting this requirement;~~

~~H. Minimal excavation foundation — where feasible;~~

~~I. Bioretention or infiltration — where feasible.~~

~~ii. The following incentives may be used within the Wedge subarea, in accordance with the Green Building and Green Infrastructure Incentive Program (GBP):~~

- ~~A. Sustainable development award;~~
  - ~~B. Priority building permit processing;~~
  - ~~C. Online and print recognition;~~
  - ~~D. Lot size reduction of 15 percent, 25 percent or 30 percent;~~
  - ~~E. Clustered node; and~~
  - ~~F. Alternative road standard.~~
- ~~iii. All incentives described in the Green Building and Green Infrastructure Incentive Program (GBP) are available within the Bear Creek neighborhood.~~

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## 21.12.130 Overlake Landscaping

- A. **General Requirement.** All setbacks, buffers, open spaces, pervious surfaces, plazas, parks, site and building entrances, pedestrian walkways, service areas, and parking lots shall be landscaped with plant materials. Existing vegetation may be maintained and applied toward this standard if the existing vegetation meets the landscaping requirements of this section, is healthy, and is likely to survive development. The requirements specified in [RZC 21.32, Landscaping](#), shall apply except to the extent that they conflict with landscaping practices appropriate to an urban center. In addition, supplemental landscaping requirements for Overlake Village are defined below.
- B. **Plantings Along Streets.** At a minimum, planting strips along streets shall include street trees per the City's standards for type and species. Where space allows, planting areas should include other vegetation suitable for an urban setting. Tree planting pits on streets that include Furniture Zones per [RZC 21.12.150, OV Street Cross Sections](#), shall be covered with cast-iron tree grates of a type that meets ADA requirements.
- C. **Open Space and Plazas.**
1. Plazas and common usable open spaces shall be landscaped to create visual interest by providing a variety of colors, heights, and forms of foliage; soften building edges; and reduce the impact of elements such as noise or wind.
  2. The quantity of trees, shrubs, and other plant materials shall be designed to meet the size and function of the plaza or open space.
- D. **Zone 5 Buffers.**
1. Properties in Zone 5 shall provide a landscape buffer at least 20 feet in width along street frontages where any portion of the street bordering the development site borders a residential zone within a neighboring jurisdiction.
  2. The buffers shall be planted with the following materials:
    - a. Minimum of one tree per 200 square feet of buffer area. No more than 40 percent of trees may be deciduous.
    - b. Evergreen shrubs, a minimum of five gallon in size. The area covered by the shrubs shall equal at least one-third of the buffer frontage.
    - c. Groundcover plantings to cover the ground within three years.
    - d. Plant materials shall be drought tolerant and at least 50 percent native species by area.
    - e. Trees and other plant materials required by this section shall be located so that they effectively buffer the development from bordering residential properties. The buffer need not completely obscure the development; rather it should screen it.
  3. Up to 20 percent of the buffer area may be used for streets, driveways, utility crossings, trails, or ground level features such as patios. Other structures may not be placed in required buffers.
  4. Buffers may be counted towards required open space, required pervious surfaces, setbacks, and other requirements in the Use and Bulk Regulations that they meet.
  5. Buffers may include landscaped on site stormwater management BMPs such as bioretention or raingardens.

## 21.17.010 Adequate Public Facilities and Services Required

**E. Surface Water Management.** All new development shall be served by an adequate surface water management system complying with the policies of the Comprehensive Plan and meeting the requirements of RMC Chapter 15.24, Clearing, Grading, and Stormwater Management, and the Stormwater Technical Notebook. Such systems include facilities that first, reduce the volume of runoff from leaving developed sites by infiltrating stormwater. Most systems then also require flow control and treatment facilities to manage the remaining volume of stormwater runoff.

### **1. Areas for On-Site Stormwater Infiltration Facilities (Minimum**

**Requirement #5):** In accordance with RMC 15.24.080(5), the installation of on-site stormwater infiltration facilities is required where feasible for all sites Citywide. Early in the planning process, it is important to identify areas where this requirement may be met.

For planning purposes, during preliminary site design and prior to site land entitlement, development projects shall identify potential areas for on-site stormwater management infiltration as required by Minimum Requirement #5 in RMC 15.24.080 (5), and in accordance with standards found in the Stormwater Technical Notebook. Depending on site conditions and the type of facilities selected, the actual area required for infiltration facilities may be less or greater than these initial estimated areas.

During land use entitlement, the applicant may use site-specific hydrologic modeling to provide more specific information detailing how the site will meet Minimum Requirement #5 requirements. If not determined during land use entitlement, the actual areas required for on-site infiltration facilities shall be determined by modeling and engineering information provided during coordinated civil review.

Infiltration facilities may be co-located with building setbacks, landscaping areas, and open spaces. Structures that accommodate the infiltration of stormwater into the ground are allowed within infiltration areas. Infiltration facilities may be placed beneath impervious surfaces. Above- ground and below-ground structures that reduce the opportunity to infiltrate stormwater into the ground or prevent maintenance of infiltration facilities are prohibited within infiltration areas. Infiltration facilities may not be located within fish and wildlife habitat conservation areas, wetlands, geologically hazardous areas, or their buffers.

### **2. Areas for Stormwater Runoff Management Facilities (Minimum**

**Requirements #6 and #7):** Precipitation that does not infiltrate into the ground, flows overland and becomes stormwater runoff. In accordance with RMC 15.24.080(6) and RMC 15.24.080(7), stormwater runoff treatment and flow control is required in order to reduce erosion, flooding, and water quality impacts.

In addition to areas for on-site stormwater infiltration facilities, most development sites will require additional areas for the construction of runoff flow control and treatment facilities as described in the Stormwater Technical Notebook. Sites served by regional stormwater facilities (RMC 13.20) may meet these requirements by paying a fee in lieu of having to construct flow control and runoff treatment facilities.

### **3. Stormwater Management Requirements within Specific Locations in**

**Redmond:** The Stormwater Technical Notebook details information regarding the on-site stormwater infiltration, flow control, and treatment requirements that apply in specific areas of Redmond. This information should be consulted during preliminary site design.

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## 21.32.060 Ecological Score Requirements

- A. The purpose of this section is to enhance the city's ecological functions by promoting water conservation, restoring and preserving habitat, increasing energy efficiency, and creating value through significant economic, social, and environmental benefit. This requirement is designed to increase the quality and canopy of planted areas within the city while promoting flexibility in design of landscaped areas.
- B. An applicant is required to comply with ecological score requirements below:
1. With the exception of the MDD3 and Northeast Design Districts, when a required landscaped area exceeds 500 square feet, an applicant shall achieve an ecological score of 20 or greater, based on the techniques listed in the table below, in any combination.
  2. In the MDD3 and Northeast Design Districts, an applicant shall achieve an ecological score of 30 or greater, based on the techniques listed in the table below, in any combination.
  3. Scoring of points is awarded on the basis of a technique's overall ecological benefit.
  4. Techniques listed with an "\*" can achieve an additional score of one point for every increase of 10%. For example, using a technique that requires 40% of trees to be preserved, an additional point shall be awarded as follows:

Technique: 40% Tree Preservation

Additional Point: 10% of 40 = 44% Tree Preservation

5. Every landscape plan shall include a minimum of three different techniques to achieve the total score and any one technique cannot exceed a maximum score of 10 points.
6. Techniques incorporating stormwater solutions shall comply with RMC Chapter 15.24, *Clearing, Grading, and Stormwater Management*.

**Table 21.32.060**  
**Ecological Score Requirements**

Technique	Points Awarded - Downtown	Points Awarded - Overlake Village	Points Awarded - MDD3 and NDD	Points Awarded - Other citywide zones
1. 25% of the plants installed are Northwest adaptive and 25% of the plants installed are native.*	5 points	5 points	5 points	5 points
2. 40% of existing significant trees includes landmark are retained.	3 points	3 points	7 points	7 points
3. Minimum of 25% of proposed trees are evergreens.	3 points	3 points	5 points	5 points

Table 21.32.060 Ecological Score Requirements				
4. Minimum of 25% of evergreen trees are greater than 10 feet high at installation.	3 points	3 points	5 points	5 points
5. Minimum of 25% of deciduous trees are 3-inch caliper or greater at installation.	3 points	3 points	5 points	5 points
6. 10% increase over the minimum number of required replacement trees, street trees, or parking lot trees.*	3 points	3 points	7 points	5 points
7. Vegetated walls (including trellis, green tower or similar features) that have a minimum area of 300 square feet. Additional points in increments of three shall be awarded for every 300 square feet of vegetated walls provided.	5 points	5 points	5 points	3 points
8. Proposed water features use recycled water.	3 points	3 points	3 points	3 points
9. Minimum of 25% of landscaped areas are designed with long-term irrigation from harvested rainwater (such as rain barrels).*	3 points	3 points	5 points	5 points
10. Minimum of 25% of landscaped areas are designed with landscaping that does not require irrigation after a three-year period.	3 points	3 points	3 points	3 points
11. Minimum of 50% of landscaped areas where native soils are preserved on-site.	4 points	4 points	7 points	7 points
<del>12. Minimum of 50% of required planting areas in disturbed soils are amended.</del>	<del>3 points</del>	<del>3 points</del>	<del>3 points</del>	<del>3 points</del>
13. 5% of common open space or 25 square feet per unit, is reserved as a food garden.*	5 points	5 points	7 points	3 points
<del>14. Use of rain gardens, bioretention swales, engineered swales and/or engineered wetlands that treats 25 % of pollution-generating impervious surfaces.</del>	<del>N/A</del>	<del>5 points</del>	<del>5 points</del>	<del>5 points</del>
<del>15. Use of rain gardens, bioretention swales, engineered swales and/or engineered wetlands for 25% of non-pollution-generating impervious surfaces.*</del>	<del>5 points</del>	<del>5 points</del>	<del>5 points</del>	<del>5 points</del>
<del>16. Repealed.</del>				
<del>17. Use of permeable paving for 25% of non-pollution-generating paved areas within a site.*</del>	<del>5 points</del>	<del>5 points</del>	<del>5 points</del>	<del>5 points</del>
18. Green roofs that provide 10% of roof coverage.*	5 points	5 points	7 points	5 points
19. Landscape roofs that provide 10% of roof coverage.*	2 points	2 points	5 points	2 points
20. Installed trees that will attain an average 30-foot-spread canopy in 10 years within parking lots.	5 points	5 points	7 points	3 points
21. 10% of roof coverage dedicated to solar panel installation.*	5 points	5 points	5 points	5 points

*Note: any necessary remembering of the preceding code will occur upon its acceptance.*

## 21.32.070 Parking Lot Landscaping Standards

- A. **Scope.** Parking Lot landscaping standards apply to all vehicle use areas such as parking lots, including driveways, and service areas. Landscaping shall be provided for both the interior and perimeter landscape areas and may be used to meet site area and linkage system landscape requirements. The placement of rain gardens or bioretention may be used to help satisfy these landscaping requirements.
- B. **General Requirements.**
1. Parking lots with less than 20 spaces shall not be required to provide any interior landscaping with the exception of Neighborhood Commercial zones. All Neighborhood Commercial uses shall provide parking lot landscaping in accordance with this section and with the Parking Lot Landscaping Table 21.32.070, for 20-150 spaces, when providing any amount of parking less than 20 spaces. (Ord. 2614)
  2. Landscaping islands shall be placed at the end of every parking row with a maximum spacing of one (1) island for every 10 parking spaces. Islands shall be a minimum of 64 square feet measured from the edge of the landscaping. The placement of rain gardens and bioretention within these islands must meet the the performance, design and location requirements detailed in the Stormwater Technical Notebook, and minimum dimensions and plant spacing detailed in Table 21.32.070.
  3. Trees shall be planted within interior landscape areas at a minimum of one tree per four parking stalls and shall be evenly spaced (see illustration below). When combined with rain gardens or bioretention, spacing shall be as detailed in Table 21.32.070.
  4. Permanent curbs or structural barriers/dividers shall enclose planting areas; however, gaps or breaks in the barriers are acceptable at locations where surface water conveyance is desired. When gaps or breaks in the barrier occur, they shall be spaced no less than 6 feet on center.
  5. Trees may be planted no closer than four feet from pavement edges where vehicles overhang planted areas.
  6. Wheelstops and/or curbs shall be installed to prevent vehicles from overhanging landscaping islands.
  7. Narrow parking lot islands or peninsulas and planting strips should not be planted in grass because of potential problems with maintenance. Location of larger parking spaces adjacent to islands is suggested to reduce damage to plant materials.
  8. Parking lot perimeter landscaping shall be measured from the property line.

**Table 21.32.070**  
**Parking Lot Interior Landscaping Table**

<b>Interior Landscaping</b>		
	20-150 spaces	151+ spaces
Landscaping required	5 percent	7 percent
Maximum contiguous landscape area	500 square feet	1,500 square feet
<b>Perimeter Landscaping</b>		
-	Minimum width of planter strip from property line	
	Street Frontage	Interior Lot Line
Parking spaces:	-	-
0—100	5 feet	5 feet
100—499	10 feet	5 feet
500—1,000	15 feet (10 feet)*	10 feet
1,000+	20 feet (10 feet)*	10 feet
* Planter width may be reduced with provision of three-foot-high fence or hedge between parking lot and street side planter, subject to review and approval by the Design Review Board.		

**Table 21.32.070**  
**Parking Lot Interior Landscaping Table**

<b>Interior Landscaping</b>		
	20-150 spaces	151+ spaces
Landscaping required	5 percent	7 percent
Maximum contiguous landscape area	500 square feet	1,500 square feet
<b>Perimeter Landscaping</b>		
Parking spaces	Minimum width of planter strip from property line	
	Street Frontage	Interior Lot Line
0 – 100	5 feet	5 feet
100 – 499	10 feet	5 feet
500 – 1,000	15 feet (10 feet)**	10 feet
1,000+	20 feet (10 feet)**	10 feet
<b>Landscaping Co-located with Rain Gardens or Bioretention (Interior or Perimeter)</b>		
Minimum width in all directions	12 feet	12 feet
Maximum Tree Spacing	40 feet on center	40 feet on center
Minimum Size of Mature Canopy (Deciduous Species)	30 feet	35 feet
Minimum Quantity of Conifers (% of total trees)	NA	30%
** If a rain garden or bioretention facility is not co-located within the planter, the planter width may be reduced with provision of three-foot-high fence or hedge between parking lot and street side planter, subject to review and approval by the Design Review Board.		

## 21.67 Green Building and Green Infrastructure Incentive Program

### RZC 21.67 GREEN BUILDING ~~AND GREEN INFRASTRUCTURE~~ INCENTIVE PROGRAM

#### 21.67.010 Purpose

A. The purposes of the Green Building and ~~Green Infrastructure Incentive~~ Program (GBP) provisions are to:

1. Provide incentives to implement green building ~~and green infrastructure~~ development techniques in all types of development within the City;
2. Reduce the carbon footprint of existing and proposed developments by promoting energy efficient design and construction methods;
3. Reduce the negative impact of development on the natural environment by reducing impacts through green development techniques and mitigating environmental impacts;
4. Reduce development costs related to construction and the provision of utilities; and
- ~~5. Manage stormwater in a way that mimics natural stormwater management.~~

#### 21.67.020 Applicability

A. The provisions of this chapter specific to residential incentives and bonuses may be applied to nonresidential developments in the Neighborhood Commercial (NC-1 and NC-2) zones and all residential (R) zones, including new single-family and multifamily developments, applied in conjunction with the requisite land use permit, such as subdivision, binding site plan, or site plan entitlement.

B. This chapter does not eliminate the requirement to obtain a conditional use permit if required, unless specifically noted in this chapter.

C. The provisions of this chapter specific to nonresidential incentives and bonuses can be applied to developments in all Downtown Zones, OV1-5, RR, GC, OBAT, BP, MP, and I zones. They may apply to new construction and additions to nonresidential and mixed-use buildings, in conjunction with the requisite required land use entitlement permit, such as a master planned development, conditional use permit, binding site plan, boundary line adjustment, or site plan entitlement.

D. Not all incentives established in this chapter apply to all types of land development.

#### 21.67.030 Required Elements

A. **Site Review.**

~~1. As part of the pre-application conference or other initial land use permit application meeting with the City, the applicant shall submit specific elements required as part of this program in accordance with the applicable submittal checklist, and include a brief report outlining how~~

the site's features lend themselves to the application of green infrastructure (i.e., low impact development) techniques.

**B. ~~All proposals incorporating native soil preservation or restoration, permeable materials, minimal excavation foundations, or bioretention (described below in RZC 21.67.050, Techniques Explained) shall require a Site Assessment for LID consistent with the requirements of the Redmond Stormwater Technical Notebook.~~** The Site Assessment for LID is optional for proposals submitted under this chapter that do not incorporate the techniques listed above.

**C. ~~Operations and Maintenance.~~** As a condition of approval, the City shall require a maintenance agreement to be prepared and distributed to property owner(s) for projects employing on-site stormwater management facilities that will be privately maintained. The maintenance agreement shall conform to the requirements of the Redmond Stormwater Technical Notebook, Chapter 2, Section 2.5.10, or its successor. The agreement shall legally bind current and future property owners to maintain the stormwater facilities in perpetuity. Notice of the agreement shall be provided on the face of the plat, short plat, binding site plan, or boundary line adjustment, if applicable.

**D. ~~Notice.~~** As a condition of approval, the following notice shall be recorded against properties, excluding commonly owned tracts, on which privately maintained stormwater management facilities will be located: "This property contains a stormwater management facility, such as a green roof or rain garden, that the owner of this property is required to maintain. Stormwater management facilities help collect, treat, and discharge or infiltrate rainwater. These facilities protect public health and safety, and protect the health of the natural environment. For more information about the facilities located on your property, refer to the stormwater facility maintenance agreement provided by the developer of this property, a copy of which is on file with the City of Redmond."

## 21.67.040 Techniques and Incentives for Development

Techniques and Incentives Tables. The tables below summarize the sustainable development techniques for which points are awarded and the incentives toward which points may be used based on the type of development proposed. Sections RZC 21.67.050, *Techniques Explained*, and RZC 21.67.060, *Incentives Explained*, explain the techniques and incentives. Definitions and descriptions of on-site natural stormwater management techniques [within Table 21.67.040A](#) can be found in the most recently adopted edition of the Redmond Stormwater Technical Notebook or its successor document.

### A. ~~Green Building and Green Infrastructure~~ Incentive Program Techniques

Table 21.67.040A Green Building <del>and Green Infrastructure</del> Incentive Program Techniques		
Technique	Points Awarded – Residential Development	Points Awarded - Nonresidential Development
1. <del>Site assessment</del>	2 (when optional)	2 (when optional)
<del>Assessments plus identification of amenities</del>	1 additional	1 additional
2. Green Building Certification		

▪ Demonstrate ability to meet BuiltGreen 4-star/LEED silver	2	N/A
▪ Demonstrate ability to meet BuiltGreen 5-star/LEED gold	3	N/A
3. Drought-tolerant landscaping	1	1
4. Native vegetation retention		
▪ 20 percent	1	1
▪ 30 percent	2	2
▪ 50 percent	3	3
5. <del>Impervious surface area reduction</del>		
▪ <del>10 percent</del>	1	1
▪ <del>20 percent</del>	2	2
6. <del>Permeable materials</del>		
▪ <del>50 percent</del>	1	1
▪ <del>100 percent</del>	2	2
5.7. Green Roofs		
▪ First 10,000 square feet of green roof area proposed under this program	1 point per 1,000 square feet of green roof area	1 point per 1,000 square feet of green roof area
▪ Next 20,000 square feet of green roof area proposed under this program	1 point per 2,000 square feet of green roof area	1 point per 2,000 square feet of green roof area
▪ 25 percent of roof area	1	1
▪ 50 percent of roof area	2	2
6.8. Roof rainwater collection	1	1
7.9. Minimal excavation foundation		
▪ First 10 structures constructed under this program using this technique	1 point per structure	1 point per structure
▪ Next 20 structures constructed under this program using this technique	1 point per two structures	1 point per two structures
▪ Thereafter, developments using this technique for all structures	3	3
10. <del>Bioretention or infiltration</del>		
▪ <del>50 percent detained or infiltrated</del>	1	1
▪ <del>75 percent detained or infiltrated</del>	2	2
▪ <del>100 percent detained or infiltrated</del>	3	3
8.11. Water Sense Program	2	N/A
9.12. Alternative forms of energy that power 50 percent of the	3	3
10.13. Two Electric Vehicle Charging Stations located on-site or 5	N/A	1
11.14. Demonstrate ability to meet Salmon Safe Certification Program or equivalent in alternative certification program	3	3
12.15. Demonstrate ability to meet LEED silver standards or equivalent	N/A	3
13.16. Demonstrate ability to meet LEED Gold standards or equivalent	N/A	5
14.17. Demonstrate ability to meet LEED Platinum standards or	N/A	7
15.18. Demonstrate ability to meet Evergreen Sustainable Development Standard or equivalent in alternative certification program	4	N/A



## B. Green Building and ~~Green Infrastructure Incentive~~ Program Incentives

Table 21.67.040A Green Building <del>and Green Infrastructure</del> Incentive Program Techniques		
Incentive	Points Required – Residential Development	Points Required – Nonresidential Development
1. Sustainable development award	0	0
2. Priority building permit processing	0	0
3. Online and print recognition	2	2
4. Unit type flexibility		
▪ Duplex	3	N/A
▪ Triplex	4	N/A
▪ Fourplex	5	N/A
5. Lot size reduction		
▪ 15 percent	2	N/A
▪ 25 percent	3	N/A
▪ 30 percent	4	N/A
6. Density bonus		
▪ 5 percent	3	N/A
▪ 10 percent	5	N/A
7. Clustered node	4	N/A
8. Alternative road standard	2	N/A
9. FAR Bonus*	5	5
10. Building Setback Flexibility*	N/A	3
11. Height Bonus*	N/A	4
<b>TABLE NOTES:</b> Where permitted in the underlying zone and shall be permitted without the purchase of TDR's (see RZC 21.67.050, <i>Techniques Explained</i> )		

### 21.67.050 Techniques Explained

Many of the techniques below are described in more detail in the most recent edition of the Redmond Stormwater Technical Notebook. These techniques, as explained, apply to both residential and nonresidential developments, provided they are an identified option in their respective tables above in RZC 21.67.040.A, *Green Building ~~and Green Infrastructure~~ Incentive Program Techniques*.

Within the Wedge subarea only the following incentives may be used:

A. Sustainable development award;

B. Priority building permit processing;

C. Online and print recognition;

D. Lot size reduction of 15 percent, 25 percent or 30 percent;

E. Clustered node; and



F. Alternative road standard.

A. ~~Site Assessment.~~ (Three points possible)

~~1. In addition to the required site review described in RZC 21.67.030.A, Site Review, no later than the time of land use permit application, the applicant shall prepare a Site Assessment for LID consistent with the requirements of the Redmond Stormwater Technical Notebook. The Site Assessment for LID is required when certain natural stormwater management techniques are used (see RZC 21.67.030.B). When the technique is optional, it shall be worth two points.~~

~~2. No later than the time of land use permit application, the applicant shall describe in written and graphic form how some or all of the elements identified in subsection A.1 of this section will be used as amenities for future residents or occupants. This shall, at a minimum, include identification of open space tracts, nonmotorized trail corridors, or both, that would not ordinarily be required. (One point)~~

B. **Residential Green Building Certification.** Use the table below to determine the appropriate type of green building certification for the proposed development. Applicants may certify using BuiltGreen, LEED, or another program determined by the Technical Committee to have similar standards.

C. **Drought-Tolerant Landscaping.** (One point)

1. All required street and open space tract landscaping areas shall be landscaped with drought tolerant, noninvasive vegetation appropriate for site conditions, including but not limited to levels of moisture, shade, slope, wind, types of local wildlife, and proximity to existing or future dwellings. Recreation areas, such as for pickup games and picnicking, and private yard areas, except as noted in subsection C.2 below in this section, are specifically exempt from this requirement. In those areas, the use of noninvasive, drought-tolerant landscaping is encouraged. Applicants shall choose from the Drought-Tolerant Plants section of The Plant List or its successor, published by the Saving Water Partnership, or shall choose other species that meet the requirements of this subsection, as determined by the Administrator.

2. A minimum of 51 percent of the planted area shall be native and appropriate for site conditions, including but not limited to, levels of moisture, shade, slope, wind, types of local wildlife, and proximity to existing future dwellings. For residential projects, this option shall refer to 51 percent of the planted area in the front yard of each lot. For nonresidential projects, this option shall refer to 51 percent of the planting area anywhere on the site. Plantings shall include a mix of trees or shrubs and living ground cover. Applicants shall choose from the Favorite Pacific Northwest Native Plants section of The Plant List or its successor, published by the Saving Water Partnership, or shall choose other species that meet the requirements of this subsection, as determined by the Administrator. Native plantings shall be identified on landscaping plans.

D. **Native Vegetation Retention.** For residential development, 20 percent (one point), 30 percent (two points), or 50 percent (three points) of the native vegetation area shall be retained in native vegetation and set aside in Native Growth Protection Areas. For nonresidential development, 10 percent (one point), 20 percent (two points), or 30 percent (three points) of

the native vegetation area shall be retained and set aside in Native Growth Protection Areas.

1. For calculation purposes, total native vegetation area shall include the following, in order from highest priority to lowest priority:

- a. Critical areas and associated buffers;
- b. Forested stands of native trees, including a five-foot buffer from the exterior drip line;
- c. Contiguous areas of native vegetation;
- d. Other native trees, including a five-foot buffer from the drip line; and
- e. Noncontiguous areas of native vegetation.

2. Once calculated, native vegetation shall be preserved in the following ways, in order from highest priority to lowest priority:

- a. In critical areas tracts, when critical areas are being preserved;
- b. In Native Growth Protection Areas;
- c. As common open space; and
- d. For residential projects, on individual lots in areas no less than 100 square feet, where no dimension is less than 10 feet, and where the native vegetation is delineated with a split rail fence.

3. When a lower priority area is proposed for retention instead of a higher priority area, the applicant shall:

- a. Provide a written explanation of why the higher priority area is not proposed to be retained; and
- b. Enhance the lower priority vegetation according to a native revegetation plan.

4. When native vegetation is proposed to be preserved in a lower priority manner before a higher priority manner, the applicant shall provide a written explanation of why the higher priority method of preservation is not proposed; the applicant shall demonstrate that the proposed preservation scheme meets the objectives of this chapter at least as well as the scheme described in subsection D.3 of this section.

5. When required, a native revegetation plan shall conform to the following:

- a. Plants shall be selected by a qualified professional based upon site suitability and shall include a multilayered canopy at maturity of large trees (covering 50 percent of the plan area), small trees, and shrubs unless the professional determines in written form that the revegetation area is not suitable for such a mix;
- b. In Native Growth Protection Areas larger than 0.5 acres, the ratio of evergreens to deciduous trees shall be 2:1; and
- c. Plantings shall be native to western Washington and suitable for the site and for suburban residential areas. Species shall be selected from the Favorite Pacific Northwest Native Plants section of The Plant List or its successor, published by the Saving Water Partnership, or from the guide, Plants of the Pacific Northwest Coast: Washington, Oregon or British Columbia and Alaska, or as approved by the Administrator. Trees shall measure at least two-and-one-half inches in caliper (deciduous) or six feet in height (evergreen) at time of planting.

6. In the North Redmond neighborhood, native vegetation retention at the 50 percent level is required to use the 10 percent density bonus.

**~~E. Impervious Surface Area Reduction.~~** Maximum impervious surface area created through a development proposal pursuant to the requirements set forth in the zone use chart for the zone in which the property is located (RZC 21.08.020 through 21.08.140), shall be reduced by either at least 10 percentage points (one point) or at least 20 percentage points (two points) of the total site area (e.g., maximum impervious surface in the R-4 zone would be reduced from 60 percent to 50 percent for one point or 40 percent for two points). Impervious surface area may be calculated on a development-wide basis to provide lot-by-lot flexibility, per RZC 21.08.170.L.2.b.

**~~F. Permeable Materials Used to Reduce Effective Impervious Surface Area.~~**

~~1. Permeable materials shall be used for 50 percent (one point) or 100 percent (two points) of proposed impervious surfaces, including but not limited to patios, walkways, sport courts, and sidewalk areas, subject to the provisions in subsections F.2, F.3, and F.4 of this section.~~

~~2. Permeable materials may be used on all soil types where information has been generated by a certified professional (e.g., a geotechnical engineer) and approved by the Public Works Director, demonstrating that the pervious material will function as designed.~~

~~3. Permeable materials are allowed to replace pollution-generating impervious surfaces only in Wellhead Protection Zones 3 and 4, in accordance with the Redmond Stormwater Technical Notebook. Permeable materials may only replace nonpollution-generating impervious surfaces in Wellhead Protection Zones 1 and 2, in accordance with the Redmond Stormwater Technical Notebook.~~

~~4. Permeable materials shall be considered a stormwater facility and so must be included in the required maintenance agreement.~~

~~5. In instances where the City prohibits permeable materials in the right-of-way, impervious surfaces within the right-of-way shall not count against the applicant when calculating the number of points earned through this subsection.~~

**G. Green Roofs.**

1. Green roofs shall be designed according to the guidelines of the Redmond Stormwater Technical Notebook.

2. Compliance with this stormwater management technique shall require review and approval by the Building Official.

3. The first 10,000 square feet of green roof area proposed under this chapter shall earn one point per 1,000 square feet; the next 20,000 square feet of green roof area shall earn one point per 2,000 square feet; thereafter, applicants shall earn one point when designed for 25 percent of total project roof area and two points when designed for at least 50 percent of total project roof area.

**H. Roof Rainwater Collection. (One point)**

1. Rainwater from all roofs shall be collected for nonpotable water purposes (i.e., rainwater harvesting). Construction, design, and maintenance specifications for rainwater collection shall meet standards adopted in the most recent version of the Redmond Stormwater Technical Notebook.

2. This technique is only allowed when consistent with state law.

**I. Minimal Excavation Foundation.**

1. Construction, design, and maintenance specifications of minimal excavation foundations shall meet standards adopted in the most recent version of the Redmond Stormwater Technical Notebook.

2. The first 10 structures within a proposed development that are constructed using minimal excavation foundations shall earn one point per structure; the next 20 structures within a proposed development that are constructed using minimal excavation foundations shall earn one point per two structures; thereafter, developments incorporating minimal excavation foundations for all structures within a proposed development shall earn three points.

**~~J. Bio-retention or Infiltration.~~**

~~1. Where soils permit infiltration, infiltration elements shall infiltrate at least 50 percent (one point), 75 percent (two points) or 100 percent (three points) of the 50-year storm.~~

~~2. Where soils do not permit infiltration, bioretention elements, such as rain gardens and bioretention swales, shall detain at least 50 percent (one point), 75 percent (two points), or 100 percent (three points) of the six-month storm.~~

**K. Water Sense Program.** (Two points)

1. Single-family residential developments that comply with the EPA Water Sense Program shall be awarded two points.

2. Points may be awarded for subsections RZC 21.67.050.D and 21.67.050.E or this subsection, but not both.

**L. Alternative Energy.** (Three points) Buildings or residences shall be designed with alternative energy systems that provide the building or residence with 50 percent of its energy needs through forms, such as solar energy, wind energy, geothermal, biomass, or other forms of alternative energy sources.

**M. Electric Vehicle Charging Station/Parking Reduction.** (One point) One point can be earned either by installing two electric vehicle charging stations on-site or by providing reserved parking for electric vehicles, hybrids, or plug-in electric vehicles for five percent of the total required vehicle parking on-site.

**N. Salmon Safe Program.** For residential and nonresidential developments, demonstrate ability to meet Salmon Safe Program standards or equivalent in alternative certification program project compliance.

**O. LEED Silver.** (Three points) For nonresidential developments, demonstrate ability to meet LEED Silver standards or equivalent in alternative certification program project compliance.

**P. LEED Gold.** (Five points) For nonresidential developments, demonstrate ability to meet LEED Gold standards or equivalent in alternative certification program project compliance.

**Q. LEED Platinum.** (Seven points) For nonresidential developments, demonstrate ability to meet

LEED Platinum standards or equivalent in alternative certification program project compliance.

**R. Evergreen Sustainable Development Standard.** (Four points) For residential developments, demonstrate ability to meet Evergreen Sustainable Development standards or equivalent in alternative certification program project compliance.

## **21.67.060 Incentives Explained**

These incentives, as explained, apply to both residential and nonresidential developments unless otherwise specified below, or identified in the program incentive table above in RZC 21.67.040.B, *Green Building and Green Infrastructure Incentive Program Incentives*.

**A. Sustainable Development Award.** The City shall develop and maintain a Sustainable Development Award to be awarded annually to no more than one residential project and one nonresidential project that best implements the provisions of this chapter. The City reserves the right not to grant an award in a given year. (Zero points)

**B. Priority Building Permit Processing.** Building permit applications for projects that seek BuiltGreen 4-star or LEED Silver certification or higher shall be eligible for the City's Green Expedited Permitting Program or its successor. (Zero points)

**C. Online and Print Recognition.** The applicant may request that the City publish a "Featured Sustainable Development" article in a City newsletter and on the City website, and that the City publish a press release publicizing the sustainable development techniques used in the project. (Two points)

**D. Unit Type Flexibility for Residential Development.** (Three points for incorporating duplexes; four points for duplexes and/or triplexes; five points for duplexes, triplexes, and/or fourplexes.)

1. Two-unit, three-unit, and four-unit attached dwellings may be included in proposed subdivisions as permitted uses.
2. Such structures shall comply with RZC 21.08.260, Attached Dwelling Units, except that such structures shall not be required to access directly to an arterial.
3. In no case shall the allowed density be exceeded unless allowed by neighborhood regulations, nor shall neighborhood or subarea requirements for attached dwelling unit permitting or separation be superseded.
4. When average minimum lot size is reduced through this chapter, the reduced average minimum lot size shall serve as the baseline for calculating the required minimum lot size for lots with attached dwelling units.

**E. Lot Size Reduction for Residential Development.** In residential zones where minimum average lot sizes apply, the minimum average lot size may be reduced up to 30 percent, depending on the number of points used, according to the table in RZC 21.67.040.B and subsection RZC 21.67.040.D of this section. The proposed average lot size of all lots included in a development shall define all other site requirements (as shown in zone use chart for the residential zone in which the property is located, RZC 21.08.020 through 21.08.140, with the

exception of provisions relating to allowed density, which shall remain with the underlying zone, and of provisions otherwise modified by this chapter). For example, a subdivision with an R-4 zone with an average lot size of 4,900 square feet would be subject to the site requirements, with the noted exceptions, of an R-5 zone since that is the nearest zone to which the average lot size would apply. (Two points for 15 percent lot size reduction; three points for 25 percent; four points for 30 percent.)

**F. Density Bonus for Residential Development.** Eligible developments shall be permitted a five percent or 10 percent density bonus, provided that the overall impervious surface of the development is not increased over what is allowed by this chapter. Use of cottages, size-limited dwellings, attached structures, and carriage units is encouraged to achieve the bonus. (Three points for up to five percent density bonus; five points for up to ten percent.)

**G. FAR Bonus for Nonresidential Development and Residential Development in the Neighborhood Commercial (NC) Zone.** Eligible developments shall be granted a floor area bonus where permitted by the underlying zone without the purchase of Transfer of Development Rights (TDRs). (Five points)

**H. Height Bonus for Nonresidential Development.** Eligible developments shall be granted a height bonus where permitted by the underlying zone without the purchase of TDRs. (Four points)

**I. Building Setback Flexibility for Nonresidential Development.** Developments proposed in the RR, CG, BP, MP, and I zones shall be allowed to reduce setbacks by 50 percent, unless they are located adjacent to a residential zone, in which case they shall be allowed to reduce setbacks by 25 percent. The setback flexibility shall not apply to developments located along Willows Road, north of NE 95th Street, which requires a 100-foot setback, as provided for in RZC [21.14.030.C, Business Park](#). Setback reductions shall be required to comply with the International Building Code, Fire Resistive Rating based on separation distance. (Three points)

**J. Clustered Node for Residential Developments.** Applicants may propose clusters of up to three residential structures containing no more than five dwelling units. Clusters may include two-unit attached dwelling units or three-unit attached dwelling units, but not four-unit attached dwelling units.

1. Structures within nodes shall be subject to a six-foot building separation requirement or the minimum separation required by the Building Code, whichever is greater. Citywide and neighborhood-specific building separation and setback requirements apply to the perimeter of the clustered node.

2. Minimum lot size, minimum lot width circle, and minimum lot frontage requirements do not apply within the node. Minimum lot sizes for lots within the node do count toward the minimum average lot size calculation. Points for reducing lot sizes are not required to propose a clustered node.

3. A clustered node must be separated from another clustered node on all sides by a single family detached home, or lot or tract meeting size requirements for such, a street, or the height of the tallest structure within the clustered node, whichever is greatest.

4. Dwelling units within clustered nodes shall share vehicular access.



5. Applicants are encouraged to use techniques, such as zero lot line, yard use easements, and other creative structure arrangement techniques, to provide functional private open space.

6. Density bonus points are required when clustered nodes result in project densities that are in excess of the underlying maximum zone density. (Four points)

**K. Alternative Road Standard for Residential Developments.** Applicants may propose local access streets that are consistent with the Green Infrastructure Street preliminary drawing, which is available from the Development Services Center. When this street is proposed, at least one on-street parking space shall be provided per dwelling unit proposed. The applicant may propose a lower standard if he/she submits a parking study demonstrating that a lower standard would adequately serve the development and not adversely impact the safety of residents or occupants in or near the development. (Two points)

## **21.67.070 Neighborhood and Supplemental Requirements**

A. Nothing in this chapter shall supersede neighborhood-specific regulations or neighborhood plan policies and objectives, except where specifically noted.

B. Single-family developments proposed through this chapter must meet the regulations specified in RZC [21.08.180](#), *Residential Development and Architectural, Site, and Landscape Design Regulations*.

*Note: any necessary renumbering of the preceding code will occur upon its acceptance.*

## 21.78 Definitions

### Revised Definitions:

**Impervious Surface**--Any material or ground treatment that prevents or substantially reduces absorption of stormwater into the ground (i.e., concrete, asphalt, sidewalks, buildings, etc.). A non-vegetated surface area that either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development. A non-vegetated surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roof tops, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads, packed earthen materials, and oiled, macadam or other surfaces which similarly impede the natural infiltration of stormwater. Open, uncovered retention/detention facilities shall not be considered as impervious surfaces for purposes of determining whether the thresholds for application of minimum requirements are exceeded. Open, uncovered retention/detention facilities shall be considered impervious surfaces for purposes of runoff modeling.

### Added Definitions:

**Bioretention**--Engineered facilities that treat stormwater by passing it through a specified soil profile, and either retain or detain the treated stormwater for flow attenuation. Refer to the Stormwater Management Manual for Western Washington (SWMMWW), Chapter 7 of Volume V for Bioretention BMP types and design specifications.

**Rain garden**--A non-engineered shallow landscaped depression, with compost-amended native soils and adapted plants. The depression is designed to pond and temporarily store stormwater runoff from adjacent areas, and to allow stormwater to pass through the amended soil profile

**Stormwater Technical Notebook**--describes the requirements for new development and redevelopment projects within the City of Redmond. Land developers and development engineers use the Notebook to help design site plans and determine stormwater infrastructure.



CODE ORDINANCE

**CITY OF REDMOND**  
**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING RMC 13.06, "STORMWATER  
MANAGEMENT CODE," MODIFYING THE CODE FOR  
CLARITY

---

WHEREAS, the City of Redmond protects the public from  
pollution and flooding caused by stormwater runoff; and

WHEREAS, the City of Redmond protects and restores water  
resources from degradation caused by stormwater runoff; and

WHEREAS, the City of Redmond is issued a municipal  
stormwater permit by the State of Washington Department of  
Ecology that requires updates to stormwater code from time to  
time.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND,  
WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1.      Classification.      This ordinance is of a  
general and permanent nature and shall become a part of the City  
Code.

Section 2.      Amendment of Chapter.      RMC 13.06,  
"Stormwater Management Code," is hereby amended to read as  
follows:

## Chapter 13.06

### STORMWATER MANAGEMENT CODE

#### Sections:

<u>13.06.010</u>	Findings.
<u>13.06.020</u>	Statement of need.
<u>13.06.030</u>	Purpose.
<u>13.06.040</u>	Definitions.
<u>13.06.050</u>	<i>Repealed.</i>
<u>13.06.054</u>	Prohibited discharges.
<u>13.06.058</u>	Conditional discharges.
<u>13.06.060</u>	<i>Repealed.</i>
<u>13.06.062</u>	Allowable discharges.
<u>13.06.064</u>	Prohibition of illicit connections.
<u>13.06.066</u>	Requirement of source control best management practices.
<u>13.06.068</u>	Maintenance requirements.
<u>13.06.070</u>	Disposal of waste from maintenance activities.
<u>13.06.080</u>	Compliance required.
<u>13.06.090</u>	Inspection requirements.
<u>13.06.100</u>	Inspection authority.
<u>13.06.110</u>	Inspection procedures.
<u>13.06.120</u>	Adjustment of utility fees.
<u>13.06.130</u>	Inspection and maintenance schedule.
<u>13.06.140</u>	Inspection and maintenance records.
<u>13.06.150</u>	Enforcement authority.
<u>13.06.160</u>	Enforcement policy.
<u>13.06.170</u>	Orders.
<u>13.06.180</u>	Penalty for violations.
<u>13.06.190</u>	Penalties due.
<u>13.06.200</u>	<i>Repealed.</i>
<u>13.06.210</u>	Abrogation and restrictions.
<u>13.06.220</u>	Interpretation.
<u>13.06.230</u>	Conflicts.
<u>13.06.240</u>	State statutes and regulations adopted by reference.

#### **13.06.010 Findings.**

The Redmond City Council hereby finds that:

(A) [~~A.~~] Stormwater drainage systems are a common feature of urban development.

(B) [~~B.~~] Stormwater drainage systems must be regularly inspected, maintained, and repaired as necessary in order to function and perform as designed and to reduce or remove pollution and/or to reduce flooding.

(C) [~~C.~~] If not adequately maintained, stormwater drainage systems can become less effective in preventing pollutants from entering surface waters and groundwater.

(D) [~~D.~~] If not adequately managed, stormwater drainage systems can cause considerable damage to public and private property and natural habitat, as well as creating a health and safety risk for the public and wildlife.

(E) [~~E.~~] Stormwater can potentially transport a significant amount of pollution to surface water bodies. Stormwater needs to be adequately managed to protect Redmond's natural habitats and wildlife and reduce the impacts of urbanization on natural systems.

### **13.06.020 Statement of need.**

The Redmond City Council finds that this chapter is necessary in order to:

(A) [~~A.~~] Ensure proper maintenance of all stormwater facilities within Redmond by setting minimum operating standards for inspection, maintenance, and repair of stormwater facilities.

(B) [~~B.~~] Comply with Washington Department of Ecology (Ecology) regulations and requirements for local governments, including requirements of the Western Washington National Pollution Discharge Elimination System (NPDES) Phase II Municipal Stormwater Permit (NPDES Phase II Permit).

(C) [~~C.~~] Prevent contamination and/or degradation of surface waters, groundwater, and/or wildlife habitats within the contiguous city limits.

### **13.06.030 Purpose.**

The provisions of this chapter are intended to:

(A) [~~A.~~] Provide standards and procedures for inspection, maintenance and repair of stormwater facilities in Redmond to help contribute to an effective, functional stormwater drainage system.

(B) ~~[B.]~~ Authorize the Redmond Stormwater Utility to require that stormwater drainage systems be managed, inspected, maintained, and repaired in conformance with this chapter.

(C) ~~[C.]~~ Establish the minimum level of compliance which must be met.

(D) ~~[D.]~~ Guide and advise all who conduct inspection, maintenance, and repair of stormwater facilities.

(E) ~~[E.]~~ Prevent pollutants from leaking, spilling, draining or being dumped into any public or private stormwater drainage system, into groundwater, or directly into surface water bodies.

#### **13.06.040 Definitions.**

For the purpose of this chapter, the following definitions shall apply:

• "AKART" means all known, available and reasonable methods of prevention, control, and treatment. Terminology from Washington State Pollution Control Act, RCW 90.48.010 ~~[90.40.010]~~ and 90.48.520.

~~[• "CLEAN WATER ACT" MEANS THE FEDERAL WATER POLLUTION CONTROL ACT (33 USC SECTION 1251 ET SEQ.), AND ANY SUBSEQUENT AMENDMENTS THERETO.]~~

• "Director" means the Director of Public Works and/or his or her designees.

• "Groundwater" means water in a saturated zone or stratum beneath the surface of the land or below a surface water body.

• "Hazardous materials" means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

• "Hyperchlorinated" means water that contains more than 10 mg/Liter chlorine.

• "Illicit connection" means any man-made conveyance that is connected to a **stormwater drainage system** [~~MUNICIPAL SEPARATE STORM SEWER~~] that discharges non-stormwater. Examples include sanitary sewer connections, floor drains, channels, pipelines, conduits, inlets, hoses, above ground piping, or outlets that are connected directly to **a stormwater**

**drainage system** [~~THE MUNICIPAL SEPARATE STORM SEWER SYSTEM~~].

•“Illicit discharge” means any direct or indirect non-stormwater discharge to any portion of any stormwater drainage system, groundwater, or surface water except as expressly allowed by this chapter.

•“Minimum Maintenance Standards” means the maintenance, inspection and repair standards that are described in the [~~CURRENTLY ADOPTED~~] City of Redmond [~~CLEARING, GRADING, AND~~] Stormwater [~~MANAGEMENT~~] Technical Notebook.

•“National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit” means a permit issued by the Environmental Protection Agency (EPA) (or by the Washington Department of Ecology under authority delegated pursuant to 33 USC Section 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general areawide basis.

• "Non-stormwater discharge" means any discharge to the stormwater drainage system that is not composed entirely of stormwater.

• "Person" means any individual, partnership, corporation, association, organization, cooperative, public or Municipal Corporation, agency of the state, local government unit, or other entity recognized by law and acting as either the owner of a premises or as the owner's agent.

• "Pollutant" means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; soaps and detergents labeled as



**non-toxic or environmentally friendly;** and noxious or offensive matter of any kind.

- "Premises" means any building, lot, parcel of land, or portion of land, whether improved or unimproved, including adjacent sidewalks and parking strips.

- "Source control best management practice" or "BMP" means schedules of activities, prohibitions or practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and structural or managerial practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater drainage systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

- "Stormwater" means that portion of precipitation that does not naturally infiltrate, evaporate, or become transpired by vegetation, that becomes surface runoff, interflow, infiltrated by a

constructed infiltration facility, or collected by the stormwater drainage system.

- "Stormwater drainage system" means the system that collects, conveys, and stores surface water and stormwater runoff, both publicly or privately owned systems, including but not limited to any roads with drainage systems, gutters, curbs, inlets, storm drains, pipes, ditches, pumping facilities, infiltration facilities, retention and detention facilities, water quality treatment facilities, streams, swamps, closed depressions, wetlands, Lake Sammamish, and other drainage structures and appurtenances, both natural and artificial.

- "Stormwater Pollution Prevention Plan" means a document which describes the best management practices and activities to be implemented by a person to identify sources of pollution or contamination at a premises and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.

#### **13.06.050 Maintenance requirements.**

Repealed by Ord. 2473.

**13.06.054 Prohibited discharges.**

**(A)** ~~[A.]~~ Non-stormwater **runoff** discharges to the stormwater drainage system, surface water bodies, or groundwater are prohibited, unless such discharges are authorized in accordance with Chapter 173-216 WAC (State Waste Discharge Permit Program) or Chapter 173-220 WAC (National Pollutant Discharge Elimination System Permit Program).

**(B)** ~~[B. DISCHARGING POLLUTANTS TO THE STORMWATER DRAINAGE SYSTEM, SURFACE WATER BODIES, OR GROUNDWATER IS PROHIBITED.]~~ No person shall throw, drain, or otherwise discharge, cause or allow others under its control to throw, drain, or otherwise discharge **pollutants** into a stormwater drainage system, surface water **bodies** or groundwater ~~[ANY MATERIALS OTHER THAN STORMWATER]~~. **If a pollutant discharge is identified it shall cease immediately and be reported to the stormwater utility immediately. Failure to report any discharge within 24 hours is a violation of this chapter.** ~~[POLLUTANT DISCHARGES SHALL BE REPORTED TO THE STORMWATER UTILITY WITHIN 24 HOURS.]~~

Examples of prohibited pollutants include, but are not limited to:

1. Trash or debris, including leachate from dumpsters and trash compactors.

2. Construction materials, including soil.

3. Petroleum products including but not limited to oil, gasoline, grease, fuel oil, heating oil, electrical transformer fluid.

4. Antifreeze and other automotive products.

5. Metals in particulate or dissolved form.

6. Flammable or explosive materials.

7. Radioactive materials.

8. Batteries.

9. Acids, alkalis, or bases.

10. Paints, stains, resins, lacquers, or varnishes.

11. Degreasers and/or solvents.

12. Drain cleaners.

13. Pesticides, herbicides, or fertilizers.

14. Steam cleaning wastes.

15. Soaps, detergents, ammonia.

16. Swimming pool or spa filter backwash.

17. Chlorine, bromine, and other disinfectants.

18. Heated water.

19. Domestic animal waste.

20. Sewage.

21. Recreational vehicle waste.

22. Animal carcasses.

23. Food waste, including used cooking oil.

24. Bark, lawn clippings, leaves, and branches.

25. Silt, turbid runoff, concrete, concrete wash water, cement, or gravel.

26. Dyes, excluding municipal operations dye testing.

27. Chemicals not normally found in uncontaminated water.

28. Any other process-associated discharge except as otherwise allowed in this chapter, including car washing effluent.

(C) ~~(C-)~~ Hazardous materials, as defined in this chapter, shall not be allowed to enter any stormwater drainage system, infiltrate into the ground, or enter any surface water body within the contiguous city

limits. All such substances shall be stored, handled and disposed in a manner that will prevent them from entering the stormwater drainage system, groundwater, or surface water bodies. Storage, handling and disposal shall be conducted in accordance with Chapters 173-304 and 173-303 WAC. Appropriate quantities of spill equipment shall be kept on site, and spill response training documented, for any site within the City that uses, stores, or otherwise handles hazardous materials on a commercial basis.

**13.06.058 Conditional discharges.**

(A) ~~[A.]~~ The following types of discharges shall not be considered illicit discharges for the purpose of this chapter if they meet the stated conditions, or unless the director and/or his or her designee determines that the type of discharge, whether singly or in combination with others, is causing or is likely to cause pollution of surface water or groundwater:

1. Potable water, including water from water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water. Planned discharges shall be de-chlorinated to a concentration of 0.1 mg/L (ppm) or less, pH

adjusted, if necessary and in volumes and velocities controlled to prevent re-suspension of sediments in the stormwater system.

2. Lawn watering and other irrigation runoff are permitted but shall be minimized.

3. De-chlorinated swimming pool, spa and hot tub discharges. These discharges are allowed only if no other option, such as discharging to a sanitary sewer, is available. These discharges shall be de-chlorinated to a total residual chlorine concentration of 0.1 mg/L (ppm) or less, pH adjusted, and deoxygenized if necessary and in volumes and velocities controlled to prevent re-suspension of sediments in the stormwater system. Discharges shall be thermally controlled to prevent an increase in temperature of the receiving water. Swimming pool cleaning wastewater and filter backwash shall not be discharged to the stormwater system.

4. Street and sidewalk wash water, water used to control dust, and routine external building wash down that does not use detergents or chemicals of any kind. Wash water is required to be kept at a minimum. Pressure washing that results in paint or

other building materials in wash water is prohibited from entering the stormwater drainage system. Street flushing at construction sites is prohibited in Redmond.

5. Fire Sprinkler System Flushing. These discharges are allowed only if no other option, such as discharging to a sanitary sewer, is available. Sprinkler system flushing water with any chemicals added is prohibited in the stormwater drainage system. Sprinkler system flushing water discharges shall be de-chlorinated to a concentration of 0.1 mg/L (ppm) or less, pH adjusted, if necessary and discharged in volumes and velocities controlled to prevent re-suspension of sediments in the stormwater system.

6. Non-stormwater discharges covered by an individual or general NPDES permit; provided, that the discharge is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations.

7. Other non-stormwater discharges. The discharges shall be in compliance with requirements of a Stormwater Pollution Prevention Plan (SWPPP) reviewed and approved by the City of Redmond, which



addresses control of such discharges by applying all known and reasonable technologies (AKART) to prevent contaminants from entering surface water and groundwater. The City of Redmond shall require a SWPPP in the event that non-stormwater discharges are not being controlled.

**13.06.060 Minimum requirements.**

*Repealed by Ord. 2473.*

**13.06.062 Allowable discharges.**

**(A)** ~~[A.]~~ The following types of discharges shall not be considered illicit discharges for the purposes of this chapter unless the director and/or his or her designee determines that the type of discharge, whether singly or in combination with others, is causing or is likely to cause pollution of surface water or groundwater:

1. Diverted stream flows.
2. Rising groundwater.
3. Uncontaminated groundwater infiltration as defined in 40 CFR 35.2005(20).
4. Uncontaminated pumped groundwater.
5. Foundation drains.
6. Air conditioning condensation.

7. Irrigation water from agricultural sources that is commingled with urban stormwater.
8. Springs.
9. Water from crawl space pumps.
10. Footing drains.
11. Flows from riparian habitats and wetlands.
12. Discharges from emergency firefighting activities.

**13.06.064 Prohibition of illicit connections.**

**(A)** ~~[A.]~~ The construction, use, maintenance, or continued existence of illicit connections to the stormwater drainage system is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection. Illicit connections shall be corrected immediately upon discovery. Once an illicit connection is identified, the person responsible for the connection shall immediately cease to discharge waste through the connection.

**(B)** ~~[B.]~~ A person is considered to be in violation of this chapter if the person connects a line,

inclusive of temporary connections, conveying waste water to the stormwater drainage system, or allows such connection to continue with knowledge of such connection.

**13.06.066 Requirement of source control best management practices.**

**(A)** ~~[A.]~~ **"Applicable"** ~~[OPERATIONAL]~~ source control best management practices (BMPs) **in Volume IV of the current Stormwater Management Manual for Western Washington** ~~[, ADOPTED BY THE CITY OF REDMOND CLEARING, GRADING, AND STORMWATER MANAGEMENT TECHNICAL NOTEBOOK,]~~ shall be used to reduce or eliminate **the release of** pollution **citywide.** ~~[GENERATED BY THE LAND USE(S) AND/OR POLLUTION GENERATING ACTIVITIES. THE DIRECTOR AND/OR HIS OR HER DESIGNEE MAY REQUIRE [OPERATIONAL SOURCE CONTROL BMPs TO ELIMINATE THE ENTRAINMENT OF POLLUTANTS TO THE MAXIMUM EXTENT PRACTICAL].~~

**(B)** ~~[B.]~~ **"Recommended"** ~~[STRUCTURAL]~~ source control BMPs **in Volume IV of the current Stormwater Management Manual for Western Washington** ~~[, ADOPTED BY THE CITY OF REDMOND CLEARING, GRADING, AND STORMWATER MANAGEMENT TECHNICAL NOTEBOOK,]~~ shall be used to

reduce or eliminate the release of pollution citywide.  
"Recommended" source control BMPs are identified by  
land use and specific business types. [~~GENERATED BY~~  
~~DEFINED LAND USE(S) AND POLLUTION GENERATING~~  
~~ACTIVITIES.~~] The City may require additional  
"recommended" [~~STRUCTURAL~~] source control BMPs if such  
structures/facilities are deemed necessary by the  
director and/or his or her designee to eliminate an  
ongoing release of pollution [~~ENTRAINMENT OF POLLUTANTS~~  
~~IN STORMWATER RUNOFF~~].

#### **13.06.068 Maintenance requirements.**

(A) [~~A.~~] All stormwater drainage systems in the  
City of Redmond shall be maintained according to this  
chapter and the minimum maintenance standards detailed  
in the [~~CURRENTLY ADOPTED~~] City of Redmond [~~CLEARING,~~  
~~GRADING, AND~~] Stormwater [~~MANAGEMENT~~] Technical  
Notebook.

~~[B. THE REDMOND STORMWATER UTILITY SHALL PROVIDE~~  
~~A CONCISE DOCUMENT OUTLINING MINIMUM REQUIREMENTS FOR~~  
~~MAINTENANCE AND REPAIR OF THE STORMWATER DRAINAGE~~  
~~SYSTEM].~~

(C) [~~C.~~] All stormwater drainage systems shall be  
inspected by the City on a periodic basis, as

described in Section 13.06.130 (Inspection Schedule). If, during an inspection, a facility is found not to be in compliance with the minimum maintenance standards, inspection ~~[ALL SUBSEQUENT INSPECTION AND MAINTENANCE INTERVALS]~~ may be scheduled more frequently ~~[IF DETERMINED BY THE DIRECTOR AND/OR HIS OR HER DESIGNEES TO BE NECESSARY]~~ in order to assure the stormwater drainage system functions as designed ~~[FUTURE COMPLIANCE]~~.

(D) ~~[D.]~~ Where abatement and/or repair is found necessary to correct health or safety problems, to control pollutants from entering the stormwater drainage system, to prevent surface water or groundwater quality degradation, or to remove pollutants that have entered the stormwater drainage system, such work shall be completed immediately by the owner or operator of the stormwater drainage system.

(E) ~~[E.]~~ Where maintenance and/or repair is found necessary during inspection, and the maintenance is not of emergency nature as detailed in subsection (D) of this section, maintenance shall be performed in accordance with the maintenance schedule established

by the ~~[CURRENT CITY OF REDMOND CLEARING, GRADING, AND]~~ Stormwater ~~[MANAGEMENT]~~ Technical Notebook.

**13.06.070 Disposal of waste from maintenance activities.**

(A) ~~[A.]~~ Disposal of waste from maintenance activities shall be conducted in accordance with the current National Pollution Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit. ~~[CURRENT CITY OF REDMOND CLEARING, GRADING, AND STORMWATER MANAGEMENT TECHNICAL NOTEBOOK.]~~

~~[B. IN ADDITION TO ANY OF THE ABOVE MENTIONED EXISTING REGULATIONS AND GUIDELINES, THE STORMWATER UTILITY MAY DEVELOP ADDITIONAL REQUIREMENTS FOR HANDLING AND DISPOSAL OF WASTE GENERATED FROM MAINTENANCE ACTIVITIES WITHIN REDMOND WHICH, UPON ADOPTION, SHALL ALSO APPLY.]~~

(C) Disposal of ~~[SOLID WASTE]~~ solids collected or generated from maintenance activities required by the City of Redmond shall be documented and provided to the Stormwater Utility after maintenance occurs. ~~[FAILURE TO PROVIDE DOCUMENTATION SHALL BE A VIOLATION OF THIS CHAPTER.]~~

(D) Water collected and used in catch basin, runoff treatment facility and pipe maintenance activities shall be disposed of properly. In order of preference, the following disposal methods shall be used:

(1) Discharge liquid to a wastewater sewer in a location permitted by the City of Redmond or permitted by another local government with wastewater sewer jurisdiction outside the City.

(2) Discharge of catch basin and pipe maintenance liquids may be allowed into a basic or enhanced runoff treatment facility with approval from the City of Redmond.

(3) Clear liquid removed from stormwater ponds, vaults or oversized catch basins can be returned to the stormwater system with approval from the City. Liquid allowed to be disposed back into the stormwater system shall not exceed a turbidity of 50 NTU. ~~[IN COMPLIANCE WITH THE CITY OF REDMOND CLEARING, GRADING, AND STORMWATER [MANAGEMENT] TECHNICAL NOTEBOOK.]~~

#### **13.06.080 Compliance required.**

Property owners are responsible for the maintenance, operation and repair of stormwater drainage systems and source control BMPs within their property. Property owners shall maintain, operate and repair stormwater drainage systems and source controls in compliance with the requirements of this chapter and the [~~CURRENT~~] City of Redmond [~~CLEARING, GRADING,~~  
~~AND~~] Stormwater [~~MANAGEMENT~~] Technical Notebook.

#### **13.06.090 Inspection requirements.**

The Director and/or his or her designee is authorized to develop inspection procedures and maintenance requirements for all stormwater drainage systems in the City of Redmond who do not have a maintenance manual developed by the stormwater drainage system design engineer.

#### **13.06.100 Inspection authority.**

Whenever implementing the provisions of this chapter or whenever there is cause to believe that a violation of this chapter has been or is being committed, the director and/or his or her designee is authorized to inspect during regular working hours and at other reasonable times all stormwater drainage



systems within Redmond to determine compliance with the provisions of this chapter.

**13.06.110 Inspection procedures.**

(A) [~~A.~~] Prior to making any inspections on private property, the director and/or his or her designee shall present identification credentials, state the reason for the inspection and request entry.

(B) [~~B.~~] If the property or any building or structure on the property is unoccupied, the director and/or his or her designee shall first make a reasonable effort to locate the owner or other person(s) having charge or control of the property or portions of the property and request entry.

(C) [~~C.~~] If after reasonable effort the director and/or his or her designee is unable to locate the owner or other person(s) having charge or control of the property, and has reason to believe the condition of the stormwater drainage system creates an imminent hazard to persons or property, the director and/or his or her designee may enter.

(D) [~~D.~~] Unless entry is consented to by the owner or person(s) in control of the property or portion of the property or unless conditions are reasonably

believed to exist which create imminent hazard, the director and/or his or her designee shall obtain a search warrant, prior to entry, as authorized by the laws of the State of Washington.

**(E)** ~~[E.]~~ The director and/or his or her designee may inspect the stormwater system without obtaining a search warrant provided for in subsection (D) above, provided the inspection can be conducted while remaining on public property or other property on which permission to enter is obtained.

**(F)** ~~[F.]~~ The City of Redmond shall investigate illicit discharges in an effort to identify the source. If such discharges are tracked to a specific connection to the public stormwater drainage system, or directly to surface water or groundwater, inspection and investigation of that site will be initiated in compliance with the inspection procedures defined in this section. If the discharge is an imminent threat to public safety or the environment, emergency action shall be taken in accordance with this section.

**13.06.120 Adjustment of utility fees.**

In the event any person, whose property has previously been provided utility fee credits for on-site water quantity/quality control, refuses to allow the Director and/or his or her designees to inspect said facility or commits a violation of this code, the Director and/or his or her designee shall cancel the water quality/quantity credits for the said property and adjust the billing rate for the said property accordingly. Whenever the Director and/or his or her designee shall make such an adjustment, a notice of adjustment shall be mailed to the owner of said property by certified mail or in person. The notice shall be deemed received when signed for by the owner or, if the owner fails or refuses to sign for the notice within the time provided by the postal service, within three days of mailing or delivery in person. The owner may request the Director and/or his or her designee to reconsider the notice and order by filing a request for such reconsideration within 10 days of receipt of the notice. The Director's and/or his or her designee's decision on any such reconsideration shall be final.

#### **13.06.130 Inspection and maintenance schedule.**

The Director and/or his or her designee shall establish inspection and maintenance scheduling and standards for all publicly and privately owned stormwater facilities. At a minimum, the base frequency for inspection and maintenance shall be in accordance with the National Pollution Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit currently in effect. [~~IN ACCORDANCE WITH THE CURRENT CITY OF REDMOND CLEARING, GRADING, AND STORMWATER MANAGEMENT TECHNICAL NOTEBOOK.~~]—Adjustment to the maintenance and inspection frequency may be authorized when found appropriate by the Director and/or his or her designee.

#### **13.06.140 Inspection and maintenance records.**

Private stormwater drainage system owners shall keep a maintenance log and maintenance manual on-site or within reasonable access to the site. Maintenance Manuals, as defined by the City of Redmond [~~CLEARING, GRADING, AND~~] Stormwater [~~MANAGEMENT~~] Technical Notebook, shall be transferred with ownership of the property, clearly indicating the party responsible for

maintenance, and include a log of maintenance activities. Maintenance logs, and any record drawing or drainage system plan, shall be provided to the director and/or his or her designee upon request.

**13.06.150 Enforcement authority.**

The Director and/or his or her designee shall administer and enforce this chapter and shall have the authority to adopt and implement administrative procedures for such enforcement.

**13.06.160 Enforcement policy.**

Enforcement action shall be taken whenever a person has violated any provision of this chapter. The choice of enforcement action taken and the severity of any penalty shall be based on the nature of the violation, the damage or risk to the public or to public resources, and/or the degree of bad faith of the persons subject to the enforcement action.

**13.06.170 Orders.**

The Director and/or his or her designee shall have the authority to issue to an owner or person(s) representing an owner an order to maintain or repair a component of a stormwater drainage system, operational source control BMP, or structural source control BMP,

to bring the stormwater drainage system in compliance with this chapter. The order shall include all requirements detailed in RMC [1.14.100](#).

**13.06.180 Penalty for violations.**

**(A)** ~~[A.]~~ Persons Subject to Penalty. Any person who violates or fails to comply with the requirements of this chapter or who fails to conform with the terms of an approval or order issued by the Mayor, the Director, and/or his or her designee, shall be subject to a civil penalty as provided in Chapter 1.14 of the Redmond Municipal Code. Each day of continued violation shall constitute a separate violation for purposes of this penalty.

**(B)** ~~[B.]~~ Aiding or Abetting. Any person who, through an act of commission or omission, aids or abets in the violation shall be considered to have committed a violation for the purposes of civil penalty.

**(C)** ~~[C.]~~ Procedure for Imposing Penalty. The procedure for notice of violation and imposition of penalties under this chapter shall be the same as for other code violations as described in Chapter 1.14 of the Redmond Municipal Code; provided, that such

procedures may be initiated by either the Director and/or his or her designee.

**(D)** [~~D.~~] Community Service Alternative. The Director and/or his or her designee may, at his/her discretion, provide the option for payment of all or part of any penalties incurred by any person(s) to be made in the form of community service that will be of benefit to the environment and the City. If a person decides to avail themselves of this option when offered by the Director and/or his or her designee, the Director and/or his or her designee and the person shall enter into a formal, written agreement providing for the community service. This agreement shall include in detail the description of the service(s) to be rendered by the person(s) in penalty for noncompliance of this chapter. The description shall include the hours of service needed to offset the above-mentioned penalties based on a mutually agreed upon hourly rate for service.

**(E)** [~~E.~~] Re-Inspection Fees. In addition to the penalties to be imposed by the Code Compliance Hearing Examiner, the Director and/or his or her designee may impose a re-inspection fee for any account or storm

drainage facility found not to be within compliance of this chapter. This inspection fee shall be independent of any current or future penalties that may be incurred by the property owner for noncompliance of this chapter. Re-inspection fees shall be applied if re-inspection occurs beyond the normal routine of inspection and verification of maintenance or correction of non-stormwater discharges to the stormwater drainage system, surface water bodies, or groundwater.

**(F)** ~~[F.]~~ Business License Revocation. In addition to any other penalty imposed, the Director and/or his or her designee may seek revocation of any business license held by the person violating this chapter. The Director and/or his or her designee may request that the City Clerk revoke a person's business license for any of the following reasons: (a) noncompliance with this chapter; (b) not allowing for inspection of their stormwater facility; and (c) nonpayment of any fines or inspection fees incurred by the owner of the utility account. The procedures for revocation shall be those described in Chapter 5.04 of the Redmond Municipal Code.



**(G)** [~~G.~~] Require Source Control Best Management Practices (BMPs). The City of Redmond may require source control BMPs to reduce or eliminate pollutants and non-stormwater discharges.

**(H)** [~~H.~~] Reimbursement for Abatement. If the City of Redmond utilizes Stormwater Utility funds, equipment, or staff to correct a non-stormwater discharge, abate pollution from the stormwater drainage system, or remove/disconnect an illicit connection, the Stormwater Utility will charge the responsible person for those expenses, and overhead costs, incurred.

**13.06.190 Penalties due.**

Penalties shall be due in accordance with Chapter 1.14 of the Redmond Municipal Code.

**13.06.200 Severability.**

*Repealed by Ord. 2473.*

**13.06.210 Abrogation and restrictions.**

It is not intended that this chapter repeal, abrogate, or impair any existing regulations, easements, covenants, or deed restrictions. However, where this chapter imposes greater restrictions, the provisions of this chapter shall prevail.

**13.06.220 Interpretation.**

The Director and/or his or her designee shall be responsible for interpreting the provisions of this chapter. The provisions of this chapter shall be held to be minimum requirements in their interpretation and application.

**13.06.230 Conflicts.**

When any provision of any other chapter of the Redmond Municipal Code or the Redmond Zoning Code conflicts with this chapter, that which provides greater environmental protection, as determined by the Director and/or his or her designee, shall apply unless specifically provided otherwise in this chapter.

**13.06.240 State statutes and regulations adopted by reference.**

The following state statutes and administrative regulations are hereby adopted by this reference as if set forth in full, to the extent necessary to interpret and implement this chapter:

<b>A. RCWs</b>	<b>Title</b>
43.20	Drinking Water
70.95	Dangerous and Solid Waste

70.105 Dangerous Waste, MTCA,  
Sediment Standards

90.48 Ground Water, Surface  
Water, Sediment

90.54 Ground Water

90.70 Sediment

**B. WACs Title**

173-200 Water Quality Standards  
for Ground Waters of the  
State of Washington

173-201 Water Quality Standards  
for Surface Waters of the  
State of Washington

173-216 State Waste Discharge  
Permit Program

173-220 National Pollutant  
Discharge Elimination  
System Permit Program

173-204 Sediment Management  
Standards

173-303 Dangerous Waste  
Regulations

173-304 Minimum Functional  
Standards for Solid Waste  
Handling

173-340 The Model Toxics Control  
Act Cleanup Regulation

246-290 Public Water Supplies

Section 3. Severability. If any section, sentence,  
clause or phrase of this ordinance should be held to be invalid  
or unconstitutional by a court of competent jurisdiction, such  
invalidity or unconstitutionality shall not affect the validity

or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective date. This ordinance shall become effective January 1, 2017.

ADOPTED by the Redmond City Council this 6<sup>th</sup> day of December, 2016.

CITY OF REDMOND

\_\_\_\_\_  
JOHN MARCHIONE, MAYOR

ATTEST:

\_\_\_\_\_  
MICHELLE M. HART, MMC, CITY CLERK (SEAL)

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

\_\_\_\_\_  
JAMES HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.

CODE ORDINANCE

**CITY OF REDMOND**  
**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING RMC 15.24, "CLEARING,  
GRADING, AND STORMWATER MANAGEMENT,"  
MODIFYING THE CODE FOR CLARITY AND TO BE  
COMPLIANT WITH STATE AND FEDERAL REGULATIONS

---

WHEREAS, the City of Redmond protects the public from  
pollution and flooding caused by stormwater; and

WHEREAS, the City of Redmond protects and restores water  
resources from degradation caused by stormwater; and

WHEREAS, the City of Redmond is issued a municipal  
stormwater permit by the State of Washington Department of  
Ecology that requires updates to stormwater code from time to  
time; and

WHEREAS, Redmond's municipal stormwater permit establishes  
regulations for development and redevelopment that reside in RMC  
15.24 and require updating to keep the City compliant with the  
permit; and

WHEREAS, two urban centers are designated and being  
implemented in Redmond, Downtown and Overlake, which have unique  
zoning and design criteria that were adopted through a community  
planning process; and

WHEREAS, the Department Operational Policy presented to the Council with this ordinance will document how on-site stormwater management will occur in Redmond's regional growth centers while an economic analysis is performed in 2017; and

WHEREAS, projects currently under review through the PREP process have been working diligently with the City toward obtaining approvals, and changing requirements late in the process is unduly burdensome.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1.      Classification.      This ordinance is of a general and permanent nature and shall become a part of the City Code.

Section 2.      Applicability. These new requirements shall apply to all projects, except for projects in the PREP process that have submitted materials for 60 percent approval that are deemed to be acceptable by staff, by December 16, 2016.

Section 3.      Amendment of Chapter. RMC 15.24, "Clearing, Grading and Stormwater Management," is hereby amended to read as follows:

**Chapter 15.24**  
**CLEARING, GRADING, AND STORMWATER MANAGEMENT\***

Sections:

15.24.010      Purpose and intent.

<u>15.24.020</u>	Design, construction and maintenance - General requirements.
<u>15.24.030</u>	Director.
<u>15.24.040</u>	Issuance of permits.
<u>15.24.050</u>	Activities requiring permits.
<u>15.24.055</u>	Activities that do not require a clearing, grading, and stormwater permit.
<u>15.24.060</u>	Classification of clearing, grading and stormwater management construction activities.
<u>15.24.070</u>	Rough grading projects.
<u>15.24.080</u>	Requirements for design and construction.
<b><u>15.24.082</u></b>	<b><u>Topographic change (cut and fill)</u></b> <b><u>limits</u></b>
<u>15.24.084</u>	<del>[ADJUSTMENTS]</del> <b><u>Deviations.</u></b>
<u>15.24.089</u>	Variances.
<u>15.24.090</u>	<i>Repealed.</i>
<u>15.24.095</u>	Wellhead <b><u>and groundwater protection</u></b> <del>[PROTECTION ZONES 1 AND 2]</del> performance standards.
<u>15.24.100</u>	Enforcement - Authorization.
<u>15.24.110</u>	Inspection.
<u>15.24.120</u>	Stop work orders.
<u>15.24.130</u>	Suspension or revocation of permit.
<u>15.24.140</u>	Penalty for violation.
<u>15.24.150</u>	Restoration.
<u>15.24.160</u>	Notification of noncompliance.
<u>15.24.170</u>	Penalties.
<u>15.24.180</u>	Processing fees.
<u>15.24.190</u>	Permit fees.
<u>15.24.200</u>	Inspection fees.

\*Prior legislation: Ords. 1877, 2180 and 2215.  
Formerly Chapter 20E.90 RCDG.

#### **15.24.010 Purpose and intent.**

The purpose of the Clearing, Grading, and  
Stormwater Management Code is to: safeguard life,  
property, public health, and general welfare; minimize  
water quality degradation; prevent excessive

sedimentation of or erosion by surface waters; and prevent the creation of public nuisances such as fouling of surface or groundwater. Furthermore, this section is intended to reduce impacts from land development; preserve and enhance wildlife habitat in and along surface waters; enhance the aesthetic quality of the area waters; minimize erosion; preserve trees; and preserve natural topographic features. These regulations focus on prevention of adverse impacts associated with clearing, grading and stormwater activities rather than remediation of adverse impacts after they have occurred.

**15.24.020 Design, construction and maintenance - General requirements.**

(1) The design, construction, and maintenance of all clearing, grading and stormwater management systems and facilities shall comply with the requirements and design standards contained in all the following documents:

(a) This chapter.

~~[(B) THE WASHINGTON STATE DEPARTMENT OF ECOLOGY STORMWATER MANAGEMENT MANUAL FOR WESTERN WASHINGTON, DATED FEBRUARY 2005 OR ITS SUCCESSOR WHEN~~



~~APPROVED BY THE CITY'S TECHNICAL COMMITTEE AND AS  
APPLIED BY THE CLEARING, GRADING AND STORMWATER  
MANAGEMENT TECHNICAL NOTEBOOK ("STORMWATER TECHNICAL  
NOTEBOOK" FOR THE REMAINDER OF THIS CHAPTER)] .~~

~~[(C) ANY APPLICABLE CONSTRUCTION  
SPECIFICATIONS, DESIGN STANDARDS AND DETAILS APPROVED  
UNDER THE AUTHORITY OF SUBSECTION (2) OF THIS  
SECTION.]~~

**(d) The Stormwater Technical Notebook which  
locally adopts and modifies the Washington State  
Department of Ecology 2012 Stormwater Management  
Manual for Western Washington, as Amended in December  
2014 ("2014 SWMMWW" for the remainder of this  
chapter) .**

**(e) City of Redmond Standard Specifications  
and Details.**

**(f) The 2014 SWMMWW.**

(2) The Public Works Director shall prepare and  
shall adopt construction specifications and design  
standards and details for clearing, grading, and  
stormwater management. ~~[THE SPECIFICATIONS, DESIGN  
STANDARDS AND DETAILS SHALL BE BASED ON THE WASHINGTON  
STATE DEPARTMENT OF ECOLOGY STORMWATER MANAGEMENT~~

~~MANUAL FOR WESTERN WASHINGTON, DATED FEBRUARY 2005 OR ITS SUCCESSOR WHEN APPROVED BY THE CITY'S TECHNICAL COMMITTEE.] The Public Works Director has the authority to make changes as local conditions warrant. The specifications, design details, and any changes shall be made available to the public. A fee set by the Public Works Director may be charged for these documents.~~

(3) In the case of conflicts between the documents listed in subsection (1) of this section, conflicts shall be resolved by applying the following order of precedence:

- (a) This chapter;
- (b) The Stormwater Technical Notebook;
- (c) City of Redmond Standard Specifications and Details;
- (d) **The 2014 SWMMWW** [~~THE WASHINGTON STATE DEPARTMENT OF ECOLOGY STORMWATER MANAGEMENT MANUAL FOR WESTERN WASHINGTON~~].

#### **15.24.030 Director.**

For the purposes of this chapter only, "Director" shall mean the Director of the Public Works Department or his/her designee.

#### **15.24.040 Issuance of permits.**

(1) Regulated clearing, grading and/or stormwater activity as defined in RMC 15.24.050 requires City approval and the issuance of the appropriate permit(s) before initiating any of the regulated activities.

(2) Speculative clearing and grading shall be prohibited.

(3) For regulated activities, "City approval" means approval of appropriate plans, prepared by the applicant's engineer(s), indicating compliance with the requirements and design standards specified in this chapter under RMC 15.24.020. Approval shall be evidenced by the signature of the Public Works Director or designee. Once plans are approved, a permit may be issued by the City. Fees for plan review and permit processing may be charged as established by separate ordinance. Issued permits shall be posted on the construction site at all times when work is underway. To ensure that the actual work in the field conforms with the approved plans, permitted activities shall be inspected by the City during construction.

#### **15.24.050 Activities requiring permits.**

All clearing, grading or stormwater management construction activities listed below require approved plans and a permit(s). The thresholds are cumulative during a one-year period for any given site.

(1) Clearing of 7,000 square feet of land area or more.

(2) Earthwork of 50 cubic yards or more. This means any activity which moves 50 cubic yards of earth, whether the material is excavated or filled and whether the material is brought into the site, removed from the site, or moved around on the site.

(3) Removal of 11 or more trees that are six-inch diameter or larger. The tree diameter is measured four feet from the ground. The removal of 10 or fewer trees is regulated in Redmond Zoning Code Chapter 21.72.

(4) Any clearing or grading within a critical area or buffer of a critical area. Critical areas are defined in Redmond Zoning Code Chapter 21.64, Critical Areas. Any disturbance to vegetation within critical areas and their corresponding buffers is also regulated by Redmond Zoning Code Chapter 21.64, Critical Areas. Note that under this chapter, a clearing/grading permit for work on steep slopes must

first comply with RZC 21.76.070(E), Alteration of Geologic Hazard Areas.

(5) Any change of the existing grade by four feet or more. This criterion applies to all permanent changes in grade and grade changes for extended periods of time (60 days or longer) located outside structure footprints.

(6) Any work within a native growth protection easement or area, a public easement, City-owned tract or City right-of-way. Any clearing, grading or landscaping must be approved by the Department of Public Works prior to construction.

(7) The creation or addition of new, replaced or new plus replaced hard surfaces [~~IMPERVIOUS SURFACE~~] in the amount of 2,000 square feet or more. Hard surfaces include impervious surfaces (defined in RZC 21.78), green roofs and pervious pavement.

(8) Any construction of public drainage facilities to be owned or operated by the City.

(9) Any construction of private storm drainage pipes 12 inches in diameter or larger.

(10) Any modification of, or construction which affects, a privately owned/operated flow control

facility or runoff treatment facility. (Does not include maintenance or repair to the condition defined by previously approved plans.)

**15.24.055 Activities that do not require a clearing, grading, and stormwater permit.**

(1) All clearing, grading and stormwater management construction activities that do not involve any of the thresholds listed above do not require City-approved clearing, grading and stormwater management plans or a permit, but still must meet the requirements specified in RMC 15.24.020.

(2) Activities that do not require approved plans or permits must still provide and install sediment and erosion control and pollution prevention BMPs as necessary to protect water quality. ~~[ANY SURFACE INTENDED FOR VEHICULAR TRAFFIC SHALL PROVIDE A FLOATABLES SEPARATOR. MINIMUM REQUIREMENTS FOR OTHER ACTIVITIES MAY BE OBTAINED BY WRITTEN REQUEST TO THE DEVELOPMENT SERVICES DIVISION, ACCOMPANIED BY AN ADEQUATE DESCRIPTION OF PROPOSED WORK.]~~

(3) The following activities are unregulated by this chapter even if the criteria in RMC 15.24.050 are exceeded:

(a) Agricultural crop management of existing farmed areas.

(b) Cemetery graves involving less than 50 cubic yards of excavation, and related filling per each cemetery plot.

(c) Public pavement maintenance such as pothole and square cut patching, overlaying existing asphalt or concrete pavement with asphalt or concrete without expanding the area of coverage, shoulder grading, reshaping/regrading drainage systems, crack sealing, resurfacing with in-kind material without expanding the road prism, pavement preservation activities that do not expand the road prism, and vegetation maintenance.

(d) Public underground utility projects that replace the ground surface with in-kind material or materials with similar runoff characteristics are only subject to Minimum Requirement #2, Construction Stormwater Pollution Prevention.

15.24.060 Classification of clearing, grading and stormwater management construction activities.

(1) A clearing, grading and stormwater management permit may be considered as a component of a building

permit or other permit, rather than as a separate permit, if City-approved drawings for such activities are included under the other permit.

(2) The Director shall specify what submittal and application materials are required for a complete application, including the type of submittals, the required level of detail, the minimum qualifications of preparers of technical documents, and the number of copies that must be submitted.

(3) Clearing, grading and stormwater management activities are classified based on type, location and timing of development activity proposed. Table 1 outlines the classifications for clearing, grading and stormwater management activities and briefly reviews processing. Other City processes, approvals and permits may also be required for projects. The Director may adjust classifications and permit processing steps for proposed projects which are shown to be in multiple classifications or are otherwise not appropriately classified under the criteria shown in Table 1 and may adjust processing steps and fees as appropriate.

(4) Project Classification and Processing Table.



**Table 1**

<b>Project Classification</b>	<b>Typical Type of Development Activity</b>	<b>City Permit Which Allows Clearing, Grading and Stormwater Management Construction*</b>	<b>Summary of Permit Process for Clearing, Grading and Stormwater Management Construction</b>
Building Projects	Single-family, duplex construction, commercial, industrial and multifamily construction, additions	Building Permit	Clearing, grading and stormwater management activities are reviewed in conjunction with the Building Permit plans. Single-family and duplexes are reviewed by the Construction and Building Divisions, all other projects are reviewed by the Development Services Division
Development	Subdivision,	Approved	Clearing,

Projects	utility construction outside City right-of-way, [ <del>CLEARING AND GRADING ONLY PROJECTS INCLUDING LANDSCAPING PROJECTS</del> ]	Civil Drawings	grading and stormwater management activities are reviewed by the Development Services Division as all or part of the site improvement plans
Right-of-Way Projects	Construction activities all or partly within the City right-of-way	Street Use Permit	Clearing, grading and stormwater management activities are reviewed by the Development Services Division as part of the project
Rough Grading Projects	Clearing and/or grading of a site before all final approvals of the entire project	Rough Grading Permit	Clearing and grading activities are reviewed by the Development Services Division prior to other site improvements plans. Special conditions

			shall be met for issuance of Rough Grading plans (see RMC 15.24.070) .
<u>Clearing and Grading Projects</u>	<u>Clearing and grading only projects including landscaping project (see RMC 15.24.050 for the minimum thresholds that trigger a clearing and grading permit</u>	<u>Clearing and Grading Permit</u>	<u>Clearing and grading activities are reviewed by the Development Services Division.</u>

\* Construction is allowed only when approved plans for clearing, grading and stormwater management construction are issued with the appropriate permit listed in the table.

#### 15.24.070 Rough grading projects.

(1) Rough Grading Prerequisites. The Technical Committee shall determine whether rough grading will be approved [~~PERMITTED~~] for a project. At a minimum, to obtain a Rough Grading Permit approval for a project all the following shall have been processed and have received approval:

(a) [~~SITE PLAN APPROVAL INCLUDING CONCEPTUAL UTILITY LAYOUT~~] **Complete the first round of Coordinated Civil Review process.**

(b) SEPA review for the entire project completed (if required).

(c) Clearing, grading and temporary erosion control construction plans.

(d) Resolution of all project feasibility issues (i.e., required off-site easements, significant utility design issues, etc.).

(2) Rough Grading Application. Upon completion of the prerequisites listed above, the following information shall be submitted, if applicable, for a rough grading application to be considered complete:

(a) [~~SEVEN SETS OF~~] Rough grading drawings and supporting information stamped and signed by a professional civil engineer.

(b) Clear identification of all work proposed under the rough grading application.

(c) Clear identification of existing and proposed grades.

(d) Clear identification of all areas that will be disturbed.

(e) Identification of proposed quantity of earthwork.

(f) Identification of proposed erosion control measures.

(g) An erosion control plan designed in accordance with the Stormwater Technical Notebook and the City of Redmond Standard Specifications and Details [~~CITY DESIGN SPECIFICATIONS~~].

(h) Payment of the appropriate plan review fees.

(i) Prior to issuance of Rough Grading Permits, acceptable site restoration assurance (bonding, cash deposits, etc., as specified by the Technical Committee) shall be posted with the City.)

#### **15.24.080 Requirements for design and construction.**

The City hereby adopts the thresholds, definitions, and minimum requirements, found in Appendix 1 of the Western Washington Phase II Municipal Stormwater Permit, including the mandatory provisions of the 2014 SWMMWW [~~2005 WASHINGTON STATE DEPARTMENT OF ECOLOGY STORMWATER MANAGEMENT MANUAL FOR WESTERN WASHINGTON~~]. Refer to the Stormwater Technical Notebook for local modifications and application of

the definitions, thresholds, and minimum requirements in Redmond. Redmond Zoning Code 21.17.010.E details requirements to plan for stormwater management.

The Director may require additional controls or modified minimum requirements for specific projects or areas based on approved interlocal agreements, approved Department Operational Policies, identified capacity limitations, significant erosion potential, or seasonal factors. The Minimum Requirements are:

~~(1) DESIGN AND CONSTRUCTION STANDARD REQUIREMENTS. THE DESIGN AND CONSTRUCTION STANDARDS FOUND IN THIS SECTION ARE REQUIRED. THE DIRECTOR MAY REQUIRE ADDITIONAL OR MODIFIED STANDARDS FOR SPECIFIC PROJECTS OR AREAS BASED ON APPROVED INTERLOCAL AGREEMENTS, IDENTIFIED CAPACITY LIMITATIONS, SIGNIFICANT EROSION POTENTIAL, SEASONAL FACTORS, OR OTHER APPLICABLE FACTORS.~~

~~(2) CHECKLIST. THE DIRECTOR OF PUBLIC WORKS SHALL MAINTAIN A CHECKLIST OF PROJECT REQUIREMENTS THAT WILL BE AVAILABLE AT THE DEVELOPMENT SERVICES CENTER. FOR THOSE ACTIVITIES THAT REQUIRE PREPARATION OF PLANS (SEE REGULATED ACTIVITIES, RMC 15.24.050), THE~~

~~APPLICANT SHALL PREPARE PLANS THAT, AT A MINIMUM, INCLUDE THE FOLLOWING:~~

~~[ (A) EROSION AND SEDIMENT CONTROL. ALL CLEARING, GRADING AND STORMWATER MANAGEMENT ACTIVITIES SHALL BE DESIGNED AND CONSTRUCTED TO MINIMIZE EROSION AND THE TRANSPORT OF SEDIMENT.~~

~~(B) DRAINAGE FACILITIES. DRAINAGE FACILITIES SHALL BE PROVIDED WITH SITE IMPROVEMENTS AS NEEDED TO MEET THE INTENT OF THIS SECTION. AS A MINIMUM, CONVEYANCE SYSTEMS SHALL BE DESIGNED TO CONVEY THE 10-YEAR STORM. CULVERT CROSSINGS OF PUBLIC RIGHTS-OF-WAY SHALL BE DESIGNED FOR AT LEAST THE 25-YEAR STORM. ADDITIONAL ANALYSIS MAY BE REQUIRED AND IF EXCESSIVE FLOODING, EROSION AND OTHER DAMAGE WOULD OCCUR, THE DESIGN STORM MAY BE INCREASED BY THE DIRECTOR.~~

~~(C) WATER QUALITY CONTROL. POST CONSTRUCTION STORMWATER WATER QUALITY CONTROL REQUIREMENTS DEPEND ON PROJECT AND SITE CHARACTERISTICS. RUNOFF TREATMENT AND POLLUTION SOURCE CONTROL MEASURES ARE REQUIRED OF DEVELOPMENT/REDEVELOPMENT PROJECTS BASED ON THE FOLLOWING:~~

~~• IF A PROJECT CREATES 2,000 SQUARE FEET (SF) OR MORE NEW, REPLACED, OR NEW PLUS REPLACED~~

~~IMPERVIOUS SURFACES, OR THE PROJECT WILL DISTURB 7,000 SF OR MORE LAND, POST CONSTRUCTION SOURCE CONTROL OF POLLUTANTS IS REQUIRED AS SPECIFIED IN THE STORMWATER TECHNICAL NOTEBOOK.~~

~~▪ IF A PROJECT ADDS 5,000 SF OR MORE NEW IMPERVIOUS SURFACES OR THE PROJECT CONVERTS 3/4 ACRE NATIVE VEGETATION TO LAWN/LANDSCAPING OR CONVERTS 2.5 ACRES OF NATIVE VEGETATION TO PASTURE, RUNOFF TREATMENT FACILITIES AND THE SELECTION OF POST CONSTRUCTION SOURCE CONTROLS ARE REQUIRED AS SPECIFIED IN THE STORMWATER TECHNICAL NOTEBOOK.~~

~~SELECTION AND DOCUMENTATION OF POST CONSTRUCTION OPERATIONAL AND STRUCTURAL SOURCE CONTROLS, AND TREATMENT FACILITIES, SHALL CONFORM WITH REQUIREMENTS DETAILED IN THE STORMWATER TECHNICAL NOTEBOOK. ALL RUNOFF TREATMENT FACILITIES ARE REQUIRED TO HAVE AN OPERATIONS AND MAINTENANCE MANUAL THAT CLEARLY INDICATES WHO IS RESPONSIBLE FOR CLEANING, MAINTENANCE, AND OPERATION OF THE FACILITY. THE DIRECTOR MAY EXEMPT TRAILS AND OTHER LINEAR TYPES OF CONSTRUCTION PROJECTS IF NOT USED BY MOTOR VEHICLES AND NO SIGNIFICANT IMPACTS ARE IDENTIFIED.~~

~~(D) WATER QUANTITY CONTROL.~~



~~(I) POST CONSTRUCTION RUNOFF QUANTITY CONTROL REQUIREMENTS DEPEND ON PROJECT AND SITE CHARACTERISTICS. RUNOFF REDUCTION/ON-SITE STORMWATER MANAGEMENT AND FLOW CONTROL FACILITIES ARE REQUIRED OF DEVELOPMENT/REDEVELOPMENT PROJECTS BASED ON THE FOLLOWING:~~

~~• IF A PROJECT CREATES 2,000 SQUARE FEET (SF) OR MORE NEW, REPLACED, OR NEW PLUS REPLACED IMPERVIOUS SURFACES, OR THE PROJECT WILL DISTURB 7,000 SF OR MORE LAND: RUNOFF REDUCTION/ON-SITE STORMWATER MANAGEMENT, TO REDUCE THE QUANTITY OF RUNOFF CREATED BY THE PROPOSED PROJECT, IS REQUIRED AS DETAILED IN THE STORMWATER TECHNICAL NOTEBOOK.~~

~~• IF A PROJECT ADDS 5,000 SF OR MORE NEW IMPERVIOUS SURFACES OR THE PROJECT CONVERTS 3/4 ACRE NATIVE VEGETATION TO LAWN/LANDSCAPING OR THE PROJECT CONVERTS 2.5 ACRES OF NATIVE VEGETATION TO PASTURE OR A PROJECT ONE ACRE OR LARGER WILL RESULT IN A 0.1 CUBIC FEET PER SECOND INCREASE IN FLOW DURING A 100-YEAR FREQUENCY STORM: RUNOFF FLOW CONTROL FACILITIES AND RUNOFF REDUCTION/ON-SITE STORMWATER MANAGEMENT ARE REQUIRED AS DETAILED IN THE STORMWATER TECHNICAL NOTEBOOK.~~

~~(II) WHEN MODELING TO DETERMINE QUANTITY CONTROL DESIGN REQUIREMENTS, THE PREDEVELOPED CONDITION TO SIMULATE IS FORESTED LAND COVER EXCEPT ON THE SAMMAMISH VALLEY FLOOR, WHERE PASTURE MAY BE TAKEN AS THE PREDEVELOPED CONDITION. IF DOWNSTREAM ANALYSES SHOW FLOODING, EROSION, AND OTHER DAMAGE WOULD STILL OCCUR, THE ALLOWABLE DISCHARGE RATES MAY BE DECREASED BY THE DIRECTOR. IN SOME CASES DIRECT DISCHARGE WITHOUT DETENTION MAY BE PERMITTED AS DETERMINED BY THE DIRECTOR. TRAILS AND OTHER LINEAR TYPES OF CONSTRUCTION ACTIVITIES MAY BE EXEMPT IF NOT USED BY MOTOR VEHICLES AND NO SIGNIFICANT IMPACTS ARE IDENTIFIED WITH APPROVAL BY THE DIRECTOR.~~

~~(III) PROJECT PROPONENTS ARE REQUIRED TO DOCUMENT THE APPLICATION OF PERMANENT RUNOFF REDUCTION/ON-SITE STORMWATER MANAGEMENT TECHNIQUES, TO REDUCE THE QUANTITY OF RUNOFF PRODUCED BY THE PROJECT, AS REQUIRED BY THE STORMWATER TECHNICAL NOTEBOOK. ALL FACILITIES ARE REQUIRED TO HAVE AN OPERATIONS AND MAINTENANCE MANUAL THAT CLEARLY INDICATES WHO IS RESPONSIBLE FOR CLEANING, MAINTENANCE, AND OPERATION OF FLOW CONTROL AND ON-SITE/RUNOFF REDUCTION FACILITIES.~~

~~(E) STABILIZATION OF DISTURBED AREAS. ALL EXPOSED SOIL SHALL BE STABILIZED BY SUITABLE APPLICATION OF EROSION CONTROL BMPS. ALL BMPS SHALL BE SELECTED, DESIGNED AND MAINTAINED ACCORDING TO SEDIMENT AND EROSION CONTROL STANDARDS ESTABLISHED BY THE STORMWATER TECHNICAL NOTEBOOK. FROM OCTOBER 1ST THROUGH APRIL 30TH, NO UNWORKED SOIL SHALL REMAIN EXPOSED FOR MORE THAN TWO DAYS. FROM MAY 1ST THROUGH SEPTEMBER 30TH, NO UNWORKED SOIL SHALL REMAIN EXPOSED FOR MORE THAN SEVEN DAYS. THE DIRECTOR OR HIS/HER DESIGNEE MAY PERMIT EXTENSION OF THESE TIMES OR REQUIRE REDUCTION OF THESE TIMES.~~

~~(F) PROTECTION OF ADJACENT PROPERTIES. ADJACENT PROPERTIES SHALL BE PROTECTED FROM SEDIMENT DEPOSITION BY APPROPRIATE USE OF VEGETATIVE BUFFER STRIPS, SEDIMENT BARRIERS OR FILTERS, DIKES OR MULCHING, OR BY A COMBINATION OF THESE MEASURES AND OTHER APPROPRIATE BMPS.~~

~~(G) MAINTENANCE. ALL EROSION AND SEDIMENT CONTROL BMPS SHALL BE REGULARLY INSPECTED (MINIMUM ONCE A WEEK AND AFTER EACH STORM) AND MAINTAINED TO ENSURE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION.~~

~~(H) IDENTIFICATION OF CRITICAL AREAS AND ASSOCIATED BUFFERS. NO CLEARING OR GRADING ACTIVITY SHALL TAKE PLACE WITHOUT FIRST DELINEATING CRITICAL AREAS AND BUFFERS. ALL CRITICAL AREAS SHALL BE DELINEATED AND CLEARLY MARKED ON THE PLANS FOR PERMITS. ON-SITE AND OFF-SITE CRITICAL AREAS THAT MAY BE AFFECTED BY THE PROPOSED ACTIVITY SHALL BE IDENTIFIED. ALL SUCH ON-SITE AREAS SHALL BE FENCED BEFORE ANY CLEARING OR GRADING WHETHER A PERMIT IS REQUIRED OR NOT REQUIRED. THESE AREAS SHALL NOT BE CLEARED AND THE VEGETATION SHALL NOT BE DISTURBED PER REDMOND ZONING CODE CHAPTER 21.64, CRITICAL AREAS.~~

~~(I) IDENTIFICATION OF EASEMENTS. NATIVE GROWTH PROTECTION EASEMENTS (NGPE), UTILITY EASEMENTS, ETC., AND CORRESPONDING SETBACKS SHALL BE DELINEATED AND CLEARLY MARKED ON THE PLANS. THESE AREAS SHALL NOT BE CLEARED AND THE VEGETATION SHALL NOT BE DISTURBED WITHOUT PROPER APPROVAL.~~

~~(J) ACCURATELY DESCRIBE WORK AREA. PROVIDE A PLAN SHOWING LOCATION OF THE PROPERTY WHERE THE ACTIVITY IS PROPOSED. SHOW AREAS TO BE CLEARED AND GRADED, STOCKPILE AREAS, STAGING AREAS, ETC.~~

~~(K) CONTROL OF POLLUTANTS OTHER THAN  
SEDIMENT ON CONSTRUCTION SITES. ALL POTENTIAL  
POLLUTANTS IN ADDITION TO SEDIMENT THAT OCCUR ON-SITE  
DURING CONSTRUCTION SHALL BE HANDLED AND DISPOSED OF  
IN A MANNER THAT DOES NOT CAUSE CONTAMINATION OF  
STORMWATER, SURFACE WATERS, SOIL, OR GROUNDWATER.~~

~~(L) SOURCE CONTROL OF POLLUTION. SOURCE  
CONTROL BMPS SHALL BE APPLIED TO ALL PROJECTS TO THE  
MAXIMUM EXTENT PRACTICABLE. SOURCE CONTROL BMPS SHALL  
BE SELECTED, DESIGNED, AND MAINTAINED ACCORDING TO THE  
STORMWATER TECHNICAL NOTEBOOK.~~

~~(M) CONTROLLING OFF-SITE EROSION. PROPERTIES  
AND WATERWAYS DOWNSTREAM FROM DEVELOPMENT SITES SHALL  
BE PROTECTED FROM EROSION DUE TO INCREASES IN THE  
VOLUME, VELOCITY, AND PEAK FLOW RATE OF STORMWATER  
RUNOFF FROM THE SITE.~~

~~(N) OTHER BMPS. SHALL BE APPLIED AS  
APPROPRIATE TO MITIGATE THE EFFECTS OF POTENTIAL  
INCREASED RUNOFF AND/OR DECREASED RUNOFF WATER QUALITY  
TO THE MAXIMUM EXTENT PRACTICABLE.~~

~~(O) SEPARATE PUBLIC AND PRIVATE DRAINAGE  
STORMWATER FACILITIES FOR PUBLIC LAND AND CITY RIGHTS-~~

~~OF WAY SHALL BE SEPARATE FROM PRIVATE STORMWATER FACILITIES TO THE MAXIMUM EXTENT PRACTICABLE.~~

~~(P) LIMIT TOPOGRAPHIC CHANGE.~~

~~• WITHIN STRUCTURE FOOTPRINTS, THIS CHAPTER DOES NOT LIMIT CUTS OR FILLS (EVEN WITH THE PRESENCE OF SIGNIFICANT TREES).~~

~~• WITHIN THE STRUCTURAL FOOTPRINT, PLUS A 10-FOOT HORIZONTAL BUFFER, TEMPORARY CUTS OR FILLS ARE NOT LIMITED BY THIS CHAPTER (EVEN WITH THE PRESENCE OF SIGNIFICANT TREES).~~

~~• OUTSIDE THE STRUCTURE'S FOOTPRINT, AND WHERE SIGNIFICANT TREES ARE NOT PRESENT, THE MAXIMUM PERMITTED VERTICAL DEPTH OR HEIGHT OF A CUT OR FILL IS A TOTAL OF EIGHT VERTICAL FEET.~~

~~• OUTSIDE BUILDING WORK AREAS, AND WHERE SIGNIFICANT TREES ARE PRESENT, GRADES SHALL NOT BE CHANGED.~~

~~• CUT OR FILL SLOPES MAY NOT EXCEED 33 PERCENT (3H:1V). CUT AND FILL SLOPES FOR ROADWAYS MAY, HOWEVER, BE DESIGNED AT (2H:1V) UPON REVIEW AND APPROVAL BY THE DIRECTOR.~~

~~(Q) TREE PRESERVATION PLAN INFORMATION IN ACCORDANCE WITH THE CITY'S TREE PRESERVATION~~

~~REGULATIONS SHALL BE INCORPORATED INTO THE CLEARING AND GRADING DRAWINGS AND SHALL BECOME PART OF ALL CONSTRUCTION DOCUMENTATION. THIS INFORMATION SHALL DEFINE SPATIAL LIMITS FOR TREE PROTECTION AND INCLUDE DETAILED DRAWINGS OF TREE PROTECTION MEASURES AND ALL REQUIRED MITIGATION PLANTINGS. THE TREE PRESERVATION INFORMATION MUST BE PREPARED BY A CERTIFIED ARBORIST OR A CERTIFIED LANDSCAPE ARCHITECT IN CONJUNCTION WITH A REGISTERED CIVIL ENGINEER. (NOTE: IN MOST INSTANCES, THE TREE SURVEY WILL SERVE AS THE BASIS FOR THE TREE PRESERVATION INFORMATION.)~~

~~(R) PLACEMENT OF IMPORTED CONTAMINATED FILL MATERIAL IS PROHIBITED, CITYWIDE. ADDITIONAL REQUIREMENTS FOR FILL MATERIAL IN WELLHEAD PROTECTION ZONES 1 AND 2, AND LANGUAGE TO DETERMINE FILL MATERIAL AS CONTAMINATED, IS DETAILED IN RMC 15.24.095.~~

**(3) Minimum Requirement 1: Stormwater Site Plan - the report will include site planning requirements, BMP selection criteria, BMP design criteria, BMP (including low impact development "LID") infeasibility criteria, LID competing needs criteria and BMP limitations in Chapter 3 of Volume I of the 2014**

SWMMWW with local modifications in the Stormwater Technical Notebook.

(4) Minimum Requirement 2: Construction Stormwater Pollution Prevention Plan - construction temporary erosion and sediment controls are required for all projects of all sizes to minimize erosion and the transport of sediment. For projects that occur between October 1<sup>st</sup> and April 30<sup>th</sup>, a Wet Weather Plan and Seasonal Suspension plan could be required by the City. Refer to the Stormwater Technical Notebook for requirements and approval process of a Wet Weather Plan and Seasonal Suspension Plan. Washington Department of Ecology may require an NPDES Construction Stormwater General Permit, depending on the project. If requested by the director, documentation and reports required by the permit will also be submitted to the City.

(5) Minimum Requirement 3: Source Controls - "applicable" and "recommended" source controls in Volume IV of the 2014 SWMMWW are required in Redmond and will be documented in the Site Plan (Minimum Requirement 1) and the operation and maintenance manual if Minimum Requirement 9 is required.



(6) Minimum Requirement 4: Natural Drainage patterns shall be maintained. Discharges from the project site shall occur in the natural location to the maximum extent practical. The manner by which runoff is discharged from the project site must not cause a significant adverse impact to downstream receiving waters and down gradient properties. All outfalls require energy dissipation.

(7) Minimum Requirement 5: On-site Stormwater Management (LID) is required for all sites that: result in 2,000 square feet, or greater, of new plus replaced hard surfaces; convert  $\frac{3}{4}$  acres or more of vegetation to lawn or landscaped area, or convert 2.5 acres or more of native vegetation to pasture. Projects triggering this requirement shall infiltrate, disperse and retain stormwater runoff on-site to extent feasible without causing flooding, groundwater contamination or erosion impacts.

(8) Minimum Requirement 6: Runoff Treatment - runoff shall be treated by permanent runoff treatment facilities from all projects in which the total of pollution generating hard surfaces is 5,000 square feet or more in a threshold discharge area or the

total pollution generating pervious surfaces is  $\frac{3}{4}$  acre or more in a threshold discharge area and the pervious surfaces produce runoff that enters a natural or manmade conveyance.

(9) Minimum Requirement 7: Flow Control - runoff shall be controlled by permanent flow control facilities from all projects in which the total of effective impervious surfaces is 10,000 square feet or more in a threshold discharge area, or the project converts  $\frac{3}{4}$  acre or more of vegetation to lawn or landscape in a threshold discharge area and produces runoff that enters a natural or manmade conveyance, or the project converts 2.5 acres or more of native vegetation to pasture in a threshold discharge area and produces runoff that enters a natural or manmade conveyance. Flow control facilities are also required if the combination of hard surfaces and converted vegetation in a threshold discharge area cause 0.10 cubic feet per second (cfs) increase or greater in the 100-year flow frequency as estimated by the Western Washington Hydrology Model or other approved model using one-hour time steps (or 0.15 cfs increase or greater using 15-minute time steps). Some projects

will be exempt from flow control. Refer to the Stormwater Notebook for areas that are flow control exempt and areas that predevelopment conditions can be modeled as pasture. The predeveloped condition for all other areas shall be forested. Properties downstream from development sites shall be protected from erosion due to increases in the volume, velocity, and peak flow rate of stormwater runoff from the proposed project.

(10) Minimum Requirement 8: Wetland Protection - projects that trigger runoff treatment facilities or flow control facilities in 15.24.080 (f) and (g) and discharge to a wetland shall comply with Guide Sheets #1 through #3 in Appendix I-D of the 2014 SWMMWW.

(11) Minimum Requirement 9: Operations and Maintenance - permanent stormwater facilities triggered by Minimum Requirements 5, 6 and 7 must be designed for regular maintenance. Project specific Operation and Maintenance Manuals shall be submitted for review and approval with the Stormwater Site Plan and include documentation of applicable and recommended source control BMPs. Maintenance is required per RMC 13.06.068.

15.24.082 Topographic change (cut and fill) limits

(1) Topographic change is limited in Redmond as follows:

(a) Within the building work area (building footprint plus a 10 foot buffer), this chapter does not limit temporary or permanent cuts or fills (even with the presence of significant trees).

(b) Outside the building work area, and where significant trees are not present, the maximum permitted vertical depth or height of a cut or fill is a total of 8 vertical feet.

(c) Outside building work area, and where significant trees designated to be saved are present, grades shall not be changed within 5 feet of the tree's dripline.

(d) Cut or fill slopes may not exceed 33 percent (3H:1V). Cut and fill slopes within the right-of-way may, however, be designed at (2H:1V).

15.24.084 [ADJUSTMENTS] Deviations.

(1) [ADJUSTMENTS] Deviations, referred to as adjustments by Washington Department of Ecology, are

permissions granted by the Technical Committee or the  
Technical Review Board to deviate from the stormwater  
requirements for design and construction specified in  
RMC 15.24.080 , 15.24.082 or in the Stormwater  
Technical Notebook. [ADJUSTMENTS] Deviations must  
provide the equivalent (or improved) level of  
environmental protection. [ADJUSTMENTS] Deviations are  
requested through application of a General Development  
Permit and decision by the Technical Committee or the  
Technical Review Board. Application for [ADJUSTMENTS]  
deviations must include clear written documentation to  
explain how the proposed adjustments address the  
following criteria:

(a) Provide substantially equivalent (or  
improved) environmental protection as would be  
provided if the standard stormwater requirements were  
met.

(b) Reflect sound engineering practices.

(c) Meet the objectives of public health,  
safety, function and maintenance.

(d) Avoid damage to other properties in the  
vicinity of and downstream of the proposal.

(2) The Technical Committee or the Technical Review Board may deny any or all of the requested adjustments, may request additional information including written documentation from qualified specialists, may approve any or all of the requested adjustments, or may approve specific parts of adjustments, either to the extent requested or to a reduced extent. All documentation is to be obtained and paid for by the applicant(s). The Technical Committee or the Technical Review Board may also require peer review which, if required, is to be paid for by the applicant.

(3) The Technical Committee or the Technical Review Board may determine the [ADJUSTMENT(S)] deviation(s) requested are to be processed in accordance with Redmond Zoning Code Section 21.76.070(BB), Variances, and the criteria in RMC 15.24.089.

**15.24.089 Variances.**

(1) Variances are permissions granted through the City's variance process in accordance with Redmond Zoning Code Section 21.76.070(AB) (3) [~~21.76.070(BB)~~], Variances. Variances under this title apply only to

RMC 15.24.080 (1), ~~[AND]~~ (2), (3), (4), (5), (6), (7),  
(8), and (9) [~~(A), (C), (D), (E), (G), (H), (J), (K),~~  
~~(L), AND (N)~~]. The criteria for approving a variance  
requested under this title shall include the decision  
criteria contained in Redmond Zoning Code Section  
[~~21.76.070(BB) (3)~~] 21.76.070 (AB) (3), Decision  
Criteria, together with the following criteria:

(a) The variance may be granted by the City  
only when meeting the applicable standards would  
impose a severe and unexpected economic hardship.

(b) The variance will not increase the risk  
to the public health and welfare, nor be injurious to  
other properties in the vicinity of and/or downstream  
or to the quality of waters of the state.

(c) The variance is the least possible  
deviation that could be granted to comply with the  
intent of the Minimum Requirements detailed in the  
Stormwater Technical Notebook.

(2) The application for a variance shall include  
written documentation addressing the decision criteria  
above and written documentation addressing the  
following topics:

(a) The current (pre-project) use of the site, and

(b) How the application of Minimum Requirements restricts the proposed use of the site compared to restrictions that existed prior to adoption of the Minimum Requirements (October 1, 2004), and

(c) The possible remaining uses of the site if the variance were not granted by the City, and

(d) The uses of the site that would have been allowed prior to the City's adoption of Minimum Requirements, and

(e) A comparison of the estimated amount and percentage of value loss resulting from meeting the Minimum Requirements, and

(f) The feasibility to alter the project so that it meets the Minimum Requirements.

(3) The City shall prepare written findings of fact that address each of the six items above and that address the variance criteria. The City shall publish legal public notice of an application that requests a variance under this title and shall publish legal notice of the City's decision on the application.



**15.24.090 Relief from general design standards.**

*Repealed by Ord. 2532.*

**15.24.095 Wellhead and groundwater protection  
~~[PROTECTION ZONES 1 AND 2]~~ performance standards.**

~~[IN WELLHEAD PROTECTION ZONES 1 AND 2, PERFORMANCE  
STANDARDS FOR THE FOLLOWING USES OR ACTIVITIES SHALL  
BE IMPLEMENTED:]~~

(1) Well Construction and Operation. ~~[THE RECORD  
AND CONSTRUCTION]~~ **Construction or decommissioning**  
details **and registration forms** of any well regulated  
under **WAC 173-160** ~~[CHAPTER] 173-160 WAC, CONSTRUCTION  
AND MAINTENANCE OF WELLS, ANY WELL EXCLUDED PER WAC  
173-160-010(2)]~~ **and UIC wells (infiltration trenches,  
drywells, infiltration vaults) must be registered per  
WAC 173-218-070. Details and registration forms** ~~[THAT  
IS CONSTRUCTED OR DECOMMISSIONED IN ZONES 1 AND  
2]~~ shall be provided to the Department of Public Works  
within 60 days of well ~~[COMPLETION]~~ **construction** or  
decommissioning.

(2) Fill Material. **Placement of imported  
contaminated fill material is prohibited, citywide.**

Fill material shall not contain concentrations of

contaminants that exceed cleanup standards for soil specified in WAC 173-340-740, Model Toxics Control Act, regardless of whether all or part of the contamination is due to natural background levels at the fill source site. Where the detection limit (lower limit at which a chemical can be detected by a specified laboratory procedure) for a particular soil contaminant exceeds the cleanup standard for soil specified in WAC 173-340-740, the detection limit shall be the standard for fill material quality. **Fill material shall be free of construction, demolition, and land clearing waste including recycled concrete rubble and asphalt.**

(a) Fill materials in quantities greater than 10 cubic yards placed directly on or in the ground **shall meet the following requirements** [~~IN EXCESS OF SIX MONTHS SHALL MEET THE FOLLOWING REQUIREMENTS~~]:

(i) A fill material source statement shall be provided to the Department of Public Works and shall be reviewed and accepted by the Department prior to stockpiling or grading imported fill materials at the site. The source statement shall be

issued by a professional engineer, geologist, engineering geologist or hydrogeologist licensed in the State of Washington demonstrating the source's compliance with standards of the Model Toxics Control Act. The source statement shall be required for each different source location from which fill will be obtained.

(ii) Analytical results demonstrating that fill materials do not exceed cleanup standards specified in WAC 173-340-740 may be used in lieu of a fill material source statement, provided the regulated facility submits a sampling plan to, and which is approved by, the Director of Public Works. The regulated facility must then adhere to the approved sampling plan, and maintain analytical data on-site and available for inspection for a minimum of five years from the date that the fill was accepted.

(b) The Department of Public Works may accept a fill material source statement that does not include results of sampling and analysis of imported fill if it determines that adequate information is provided indicating that the source location is free

of contamination. Such information may include, but is not limited to:

(i) Results of field testing of earth materials to be imported to the site with instruments capable of detecting the presence of contaminants; or

(ii) Results of previous sampling and analysis of earth materials to be imported to the site.

(c) A fill material source statement is not required if documents confirm that imported fill will be obtained from a Washington State Department of Transportation approved source.

(d) The Director of Public Works shall have the authority to require corrective measures regarding noncompliant fill materials, including independent sampling and analysis, if the property owner or operator fails to accomplish such measures in a timely manner. The property owner or operator shall be responsible for any costs incurred by the City in the conduct of such activities.

(3) Cathodic Protection Wells. Designs for cathodic protection wells shall be submitted to the City for review and approval prior to initiation of

drilling. Cathodic protection wells shall be constructed such that the following do not occur:

(a) Vertical cross-connection of aquifers normally separated by confining units;

(b) Migration of contaminated surface water along improperly sealed well borings or casings;

(c) Introduction of electrolytes or related solutions into the subsurface; and

(d) Any of the above conditions caused by improperly abandoned cathodic protection wells that are no longer in use.

(4) Underground Hydraulic Elevator Cylinders. All underground hydraulic elevator pressure cylinders shall be encased in an outer plastic casing constructed of Schedule 40 or thicker-wall polyethylene or polyvinyl chloride (PVC) pipe, or equivalent. The plastic casing shall be capped at the bottom, and all joints shall be solvent- or heat-welded to ensure water tightness. The neck of the plastic casing shall provide a means of inspection to monitor the annulus between the pressurized hydraulic elevator cylinder and the protective plastic casing.

**Vegetable oil shall be used for hydraulic fluid in elevator cylinders.**

**15.24.100 Enforcement - Authorization.**

The Director is authorized and directed to enforce all the provisions of this **chapter** [~~SECTION~~]. For such purpose, the Director may appoint officers, inspectors, assistants and other employees as needed from time to time. The Director may authorize such employees, as may be necessary, to carry out the duties and functions of that office.

**15.24.110 Inspection.**

The Director is authorized to make such inspections and take such actions as may be required to enforce the provisions of this chapter or whenever the Director has reasonable cause to believe that any land is being used in violation of this **chapter** [~~SECTION~~]. Inspections shall be made as follows:

(1) As a condition of any permit issued for activity covered by this chapter, the property owner shall be required to consent to entry upon the land by the Director at all reasonable times to inspect the same or to perform any duty imposed upon the Director by this **chapter** [~~SECTION~~]. If the land is occupied,

the Director shall first present proper credentials and request entry. If the land is unoccupied, a reasonable effort shall be made to locate the owner or other persons at the site who are in apparent charge or control of the land and demand entry. If no person is located, the Director may enter said property and shall, with due diligence, make attempts to notify the owner, occupant, or other person having charge within a reasonable amount of time.

(2) Where the Director has reasonable grounds to believe that activities for which a permit is required by this chapter are being conducted without a permit on land within the City, the Director may seek to inspect the land and such activity. If the land is occupied, the Director shall first present proper credentials and request entry for inspection. If the land is unoccupied, a reasonable effort shall be made to locate the owner or other persons at the site in apparent charge or control of the land and request entry for inspection. If no person is located, or if entry is refused, the Director may request the assistance of the City Attorney, City Prosecutor or Police Department regarding access.

#### 15.24.120 Stop work orders.

(1) Whenever any activity is being done contrary to the provisions of this chapter [~~SECTION~~], the Director may order the work stopped by notice verbally or in writing served on any persons engaged in the doing or causing such work to be done, and any such person shall forthwith stop such work until authorized by the Director to proceed with the work.

(2) The Director may suspend work on any project during periods of inclement weather to reduce actual or potential erosion and/or sedimentation. Such a period may involve days or weeks during storm events or may, at the discretion of the Director, involve the entire rainy season (October 1<sup>st</sup> through April 30<sup>th</sup>).

(3) Outside the rainy season (May 1<sup>st</sup> through September 30<sup>th</sup>), [~~¶~~] the Director may order work stopped because of inadequate [~~ON-SITE~~] temporary erosion/sedimentation controls. In such cases, a revised [~~AND—IMPROVED~~] temporary erosion/sediment control plan (including but not limited to addition of or additional phasing) shall be submitted to the City for review. Once approved and implemented, the Director shall lift the stop work order and work can



continue. ~~[IF THE REVISED AND IMPROVED  
EROSION/SEDIMENT CONTROL PLAN IS FOUND TO BE  
INADEQUATE AND WORK IS AGAIN ORDERED STOPPED, THEN THE  
FOLLOWING SHALL BE REQUIRED:-~~

~~(A) IF IT IS THE RAINY SEASON, WORK WILL BE  
SUSPENDED UNTIL THE END OF THE SEASON (UNTIL APRIL  
30TH, OR LATER IF WEATHER CONDITIONS WARRANT, AND WORK  
SHALL NOT CONTINUE BEYOND OCTOBER 1ST OR EARLIER IF  
WEATHER CONDITIONS WARRANT)-~~

~~(B) A REVISED PLAN SHALL BE REQUIRED TO BE  
SUBMITTED TO THE CITY PUBLIC WORKS DEPARTMENT. ONCE  
APPROVED, WORK CAN CONTINUE BETWEEN APRIL 30TH AND  
OCTOBER 1ST.~~

~~(C) AN ON-SITE, FULL-TIME EROSION CONTROL  
INSPECTOR (PROVIDED BY DEVELOPER) SHALL BE REQUIRED TO  
MONITOR ALL WORK INVOLVING LAND DISTURBANCE. ALL COSTS  
FOR THIS INSPECTOR SHALL BE PAID BY THE CONTRACTOR.  
THE INSPECTOR SHALL PROVIDE WEEKLY REPORTS TO THE CITY  
REGARDING ALL CLEARING AND GRADING WORK; MONITOR ALL  
EROSION CONTROL FEATURES; AND BE A DIRECT CONTACT FOR  
THE CITY INSPECTORS.~~

**(4) During the rainy season (October 1<sup>st</sup> through  
April 30<sup>th</sup>), The Director may require a Wet Weather**

Plan, a Seasonal Suspension Plan, and an updated temporary erosion and sediment control plan be submitted to the City for review and approval by September 30<sup>th</sup>. The Stormwater Technical Notebook details which plans apply to which projects. The Director may order work stopped because of inadequate temporary erosion/sediment controls during the rainy season. In such a case, the wet weather plan and temporary erosion/sediment control plan will be reviewed, updated and implemented to control erosion and/or sedimentation. If deemed necessary the City may suspend work through the rainy season and require implementation of the seasonal suspension plan.

**15.24.130 Suspension or revocation of permit.**

The Director may suspend or revoke a permit whenever the permit is issued on the basis of incorrect information supplied, approved plans are not accurately reflective of actual field conditions, or the work is being done contrary to, or in violation of, any pertinent ordinance, regulation, procedure or permit. Upon receipt of a timely appeal under Redmond Zoning Code Chapter 21.76, suspension or revocation

shall be stayed pending decision on the appeal; provided, that such a stay shall not affect any stop work order issued by the Director.

**15.24.140 Penalty for violation.**

All violations of this chapter, including hazards and failure to comply with terms of the clearing/grading permit and conditions, are determined to be detrimental to the public health, safety, and welfare and declared to be public nuisances. All such violations are also criminal gross misdemeanors and punishable as provided in RMC 1.01.110. All conditions that, after inspection, have been determined by the Director to render any site or portion thereof to be used or maintained in violation of the section, shall be abated.

**15.24.150 Restoration.**

Any work not done in compliance with this chapter or any permit issued pursuant thereto or with any other section of the Redmond Zoning Code may be required by the Director to be removed or restored to as near pre-project original condition as possible in the sole opinion of the Director. Such restoration may include, but shall not be limited to, the following:

(1) Filling, stabilizing and landscaping with vegetation similar to that which was removed, cuts or fills;

(2) Planting and maintenance of trees of a size that will reasonably assure survival and that replace functions and values of removed trees; and

(3) Reseeding and landscaping with vegetation similar to that which was removed, in areas without significant trees where bare ground exists.)

**15.24.160 Notification of noncompliance.**

(1) If, while fulfilling their responsibility under this chapter, the inspector, the engineer, the soil engineer, the engineering geologist or the testing agency finds that the work is not being done in conformance with this chapter or the approved grading plans, the discrepancies shall be reported immediately in writing to the person in charge of the grading work and to the Director. Recommendations for corrective measures, if necessary, shall be submitted **upon request of the director.**

(2) The appropriate clearing, grading or stormwater management permit (see RMC 15.24.060) shall be required regardless of any permit issued by any

other department or agency that may be interested in certain aspects of the proposed work. Where work for which a permit is obtained by this chapter is started or proceeding before obtaining such a permit, the work shall be stopped, and the violator shall be subject to such penalties as provided in this chapter. However, the payment of such penalties shall not relieve any person from fully complying with the requirements of this chapter in the execution of the work nor any other penalties prescribed thereon.

(3) The Director may require that the approved activity, operations and project designs be modified if delays occur which incur weather-generated problems not apparent at the time the permit was issued.

#### **15.24.170 Penalties.**

Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, the work shall be stopped, and special investigation shall be made before a permit may be issued for such work. Work shall not commence during the investigation other than restoration, work on pollution control measures or stabilization approved by the Public Works Director. An

investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by the code. The minimum investigation fee shall be the same as the minimum fee set forth in the standard clearing and grading fee for permit application. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

**15.24.180 Processing fees.**

(A) Clearing and grading and stormwater management fees shall be determined by the Director, and upon approval by the City Council shall be made available to the public.

(B) Before accepting a set of plans and specifications for checking, the Director shall collect a plan-checking fee. Separate permits and fees shall apply to retaining walls or major drainage structures as required by the Uniform Building Code. There shall be no separate charge for standard terrace drains and similar facilities. The amount of the plan-checking fee for clearing/grading plans shall be as

set forth in the schedule of fees adopted pursuant to Redmond Zoning Code Chapter 21.76, Review Procedures.

**15.24.190 Permit fees.**

(A) A fee for each clearing, grading or stormwater management permit shall be paid to the Director as set forth in the fee schedule adopted pursuant to Redmond Zoning Code Chapter 21.76, Review Procedures.

(B) Permits may be extended, before their expiration, for up to a total of one year. Inspection fees shall be paid before the start or extension of work and are required for the duration of the project. An additional fee may be charged for processing of a permit extension.

**15.24.200 Inspection fees.**

A fee for each clearing, grading or stormwater management construction inspection shall be paid to the Director as set forth in the fee schedule adopted pursuant to Redmond Zoning Code Chapter 21.76, Review Procedures.

Section 3.      Severability.      If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such

invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective date. This ordinance shall become effective January 1, 2017.

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF REDMOND

\_\_\_\_\_  
JOHN MARCHIONE, MAYOR

ATTEST:

\_\_\_\_\_  
MICHELLE M. HART, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

\_\_\_\_\_  
JAMES HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.





**MEMO TO:** Mayor and City Council

**FROM:** Rob Odle, Director of Planning and Community Development

**DATE:** December 6, 2016

**SUBJECT:** Sound Transit Light Rail Design and Construction in Redmond

**I. RECOMMENDED ACTION**

Sound Transit and City staff will brief the City Council on upcoming light rail design and construction activities in Redmond, related City-led work, and anticipated future Council actions related to the extension of light rail to Overlake and Downtown. The focus will be on design and construction activities occurring in 2017. No action is required at this time.

**II. DEPARTMENT CONTACTS**

Rob Odle, Director of Planning and Community Development, 425-556-2417  
Nina Rivkin, Chief Policy Advisor, 425-556-2103  
Colleen Kelly, Assistant Director for Community Planning, 425-556-2423  
Don Cairns, P.E., Transportation Planning and Engineering Manager, 425-556-2834  
Katherine Claeys, P.E., Senior Engineer, 425-556-2460  
Jeff Churchill, AICP, Transportation Strategic Advisor, 425-556-2492

**III. DESCRIPTION/BACKGROUND**

Sound Transit is designing and constructing light rail to Redmond. Light rail service and two stations will open in Overlake in 2023 as part of the ST2 East Link Extension project. With the passage of the Sound Transit 3 ballot measure, two additional stations are targeted to open in 2024, in Southeast Redmond and Downtown. At your December 6, 2016 meeting Sound Transit staff will brief the Council on upcoming design and construction activities, with a focus on 2017. City staff will brief the Council on related City-led work to prepare for the extension of light rail to Overlake and Downtown, and will identify anticipated future Council actions.

**East Link Extension to Overlake**

Sound Transit Design and Construction Activities

Sound Transit is constructing East Link in six separate civil construction packages, with the contract for the Overlake segment known as "E360." Sound Transit awarded the E360 design-build contract to Kiewitt-Hoffman East Link Constructors and issued a notice to proceed on July 13, 2016. Sound Transit held an open house on station design and the construction timeline on November 17, 2016. As a design-build contract, the contractor

will complete design of the stations, track, guideway and other elements, and construct those elements.

In 2017, the design-build team will focus on completing design, constructing the regional stormwater infiltration vault at the Overlake Village station, and preparing the station sites for construction. Site preparation activities will include closing the Overlake Transit Center park-and-ride as early as spring 2017.

#### Related City-led Work

The City is engaged in several related efforts to leverage the regional transit investment in Overlake. In the Overlake Village station area, the City is working with WSDOT and Sound Transit to coordinate the construction of the Overlake Access Ramp so that it is complete when light rail service begins in 2023, and so that it might be possible for Sound Transit to construct all of “Plaza Street” from 152<sup>nd</sup> Ave NE to the future NE Shen St (NE 28<sup>th</sup> St) in lieu of constructing a temporary vehicle turnaround. Achieving high-quality transit-oriented development (TOD) at the Overlake Village station is also a high priority and City staff has begun to work with Sound Transit TOD staff to achieve that in a timely manner.

As approved by the Council, the City is designing and will construct the 40<sup>th</sup> St Trunk Line Extension project to extend the stormwater trunk line in NE 40<sup>th</sup> St to Lake Sammamish, in partnership with Microsoft. This trunk line extension will eliminate the need for stormwater flow control facilities (vaults) at the Redmond Technology Center station, thereby increasing station design flexibility and reducing long-term maintenance costs. The extension similarly benefits other properties in the area.

#### Future Council Actions

As design and construction progresses, City staff anticipates bringing several items forward for City Council action, including the following:

- Amendments to the Sound Transit E360 Master Planned Development to reflect design changes at the Overlake Transit Center site
- Amendments to the Overlake Transit Center agreement with Sound Transit and Microsoft, and the trail lease with WSDOT, to accommodate proposed pedestrian-bicycle bridge design changes at Overlake Transit Center
- Operations and maintenance agreements for pedestrian-bicycle bridges at both the Overlake Village and Redmond Technology Center stations

### **Downtown Redmond Link Extension**

#### Preliminary Engineering

The Link light rail extension to Southeast Redmond and Downtown Redmond will be among the first ST3-funded light rail extensions to open, with service targeted to begin in 2024. Preliminary engineering (PE) for this extension is anticipated to begin in December 2016 and last about 18 months. Several critical decisions will be made during PE, such as:

- Guideway. Whether the guideway will be elevated or at grade across Marymoor Park, in Southeast Redmond, and in Downtown
- Park-and-Ride. The location of the 1,400-stall parking structure at the Southeast

- Redmond station
- East Lake Sammamish Trail. How the East Lake Sammamish Trail will connect across SR 520 to the Redmond Central Connector
- SR 520. How light rail will cross SR 520
- Downtown Station. The location of the Downtown Redmond station and how it will be integrated with bus transit

The City is already working to inform those decisions, with specific activities described below. In addition, the PE phase includes Sound Transit-led public outreach to share project information and gain input on design from the Redmond community.

#### Related City-led Work

Redmond is completing two significant planning initiatives to set the stage for the light rail extension to Downtown Redmond. First, the City is completing a set of planning initiatives for the Marymoor Subarea of Southeast Redmond. These initiatives will result in an infrastructure plan to support growth and the light rail extension, Comprehensive Plan policies related to the subarea, and zoning regulations that allow for a transition from manufacturing and light industrial land uses to mixed-use, multi-family uses. Council review and action on Marymoor Subarea policies and regulations is anticipated in spring 2017.

Second, the City is conducting the Downtown transit integration (TRAIN) study. The Council approved the consultant contract for this study in July 2016. The study will recommend how best to integrate light rail transit into Downtown Redmond so that it is safely, conveniently and efficiently accessible by transit, walking, and biking, while accommodating vehicle access for pickup and drop-off. Staff anticipates further Council consultation and action on the study outcomes in the first quarter of 2017.

#### Future Council Actions

In addition to action on the Marymoor Subarea plan and code amendments and the TRAIN study, there are a number of actions the City Council may take as light rail design progresses. Specific actions are not yet known, though could include master plan and/or development agreement approvals, and partnership agreements for project elements with shared responsibility.

## **IV. IMPACT**

A. **Service/Delivery**: None.

B. **Fiscal**: None.

## **V. ALTERNATIVES TO STAFF RECOMMENDATION**

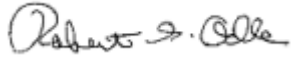
Not applicable.

**VI. TIME CONSTRAINTS**

None.

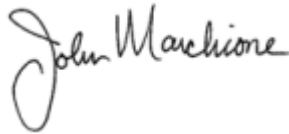
**VII. LIST OF ATTACHMENTS**

None.



\_\_\_\_\_  
**Robert G. Odle, Director of Planning and Community  
Development**

**11/22/2016**  
**Date**



Approved for Agenda \_\_\_\_\_  
**John Marchione, Mayor**

**11/22/2016**  
**Date**



**MEMO TO:** Members of the City Council

**FROM:** Mayor John Marchione

**DATE:** December 6, 2016

**SUBJECT:** Adoption of the 2017 – 2018 Biennial Budget Package and Related Components

**I. RECOMMENDED ACTION**

Adopt 2017 – 2018 Biennial Budget Components:

- A. Ordinance: 2017 Property Tax levy
  - B. Ordinance: Amending Redmond Municipal Code to Increase the Business License Fee by the Consumer Price Index and Revise Language for Wellhead Protection Processes
  - C. Ordinance: Water and Novelty Hill Service Area Rate Increases
  - D. Ordinance: Modify Redmond Municipal Code 13.18 to Simplify How Stormwater Rates are Calculated and Modernize Rate Credits
  - E. Ordinance: Indexing Impact Fees for 2017 and Increasing Transportation Impact Fees Due to Amendments to the Transportation Facilities Plan (TFP)
  - F. Changes to City of Redmond Fiscal and Investment Policies
  - G. Ordinance: Adoption of the 2017 – 2018 Biennial Budget and Capital Improvement Program
- 
- 1. Adopt the 2017 property tax levy for general operations and voter approved levy lid lifts as outlined in Attachment A.
  - 2. Amend the Redmond Municipal Code (RMC) to increase the business license fee by the consumer price index and revise the language regarding wellhead protection processes as illustrated in Attachment B.
  - 3. Approve revenue increases for the Water and Novelty Hill Service Area utilities as reflected in Attachment C.
  - 4. Modify the Redmond Municipal Code to simplify how stormwater rates are calculated and modernize the rate credit system as presented to Council on April 26, 2016, and outlined in Attachment D.
  - 5. Approve indexing of impact fees as presented to the Council on October 18, 2016, and increase Transportation Impact Fees to coincide with changes to the Transportation Master Plan, as approved by Council on November 15, 2016, and detailed in Attachment E.
  - 6. Adopt the changes to the City's fiscal and investment policies, as outlined in the 2017-2018 Preliminary Budget and through Council discussions; illustrated in Attachment F and G.
  - 7. Establish the 2017-2018 Operating and Capital Improvement Program (CIP)

Budget as presented to the Council on October 4, 2016, with Council changes as summarized in Attachment H, Exhibit H-1 and policy direction outlined in Exhibit H-2.

## II. DEPARTMENT CONTACTS

Michael E. Bailey, Finance and Information Services Director; 425-556-2160  
Malisa Files, Deputy Finance Director; 425-556-2166

## III. DESCRIPTION/BACKGROUND

Described below are the various ordinances and actions required by the Council to approve the 2017-2018 Biennial Budget package.

### 2017 Property Tax

Pursuant to State law, the City of Redmond may levy property taxes annually for general operations and the payment of debt service on voted bond issues (if any). The Revised Code of Washington (RCW) 85.55.005 allows a jurisdiction over 10,000 in population to raise property taxes by the lesser of the implicit price deflator (IPD) or 1% plus new construction, annexations, and other miscellaneous adjustments (e.g. refunds) with a simple majority vote.

In September, the Bureau of Economic Analysis calculated the implicit price deflator to be 0.95%. This is the second time the implicit price deflator has been under 1% in the last six years.

History of Implicit Price Deflator (IPD)							
Year	2011	2012	2013	2014	2015	2016	2017
IPD	1.0154	1.0276	1.0295	1.0131	1.0159	1.00251	1.0095
%	1.54%	2.76%	2.95%	1.31%	1.59%	0.251%	0.95%

The 2017-2018 Biennial Budget assumes a 1% increase as part of the revenues; however, staff recommends increasing the property tax by the IPD which would have a negligible impact on the total collected. In addition, the new construction preliminary estimates received from King County are approximately \$34,000 higher than anticipated, which will be enough to offset the losses from the IPD, as well as transfer an additional amount (\$28,000) into the Housing Trust Fund.

The attached ordinance establishes the 2017 property taxes at \$25,359,653 with \$19,030,856 for general operations and \$6,328,797 supporting Redmond's levy lid lifts.

King County released Redmond's preliminary property tax figures for 2017 on November 8, 2016, which did not include assessed value numbers for new construction on state public utilities or annexations. As a result, these numbers are estimates and are subject to change when the final data is received from King County. The ordinance in Attachment A is based on the preliminary information, as the King County Council needed to receive Redmond's data by December 5, 2016. The City's assessed valuation

has increased from \$17.3 billion in 2016 to \$18.6 billion in 2017, or by approximately 8% according to preliminary numbers supplied by King County.

### **Business License Fee**

Currently, the City levies \$106.92 per full-time equivalent (FTE) employee on people doing business in Redmond. Of the total, \$42.92 per FTE goes into the General Fund to support City operations and \$64 per FTE is used to fund transportation and transportation demand management projects. The ordinance in Attachment B would index the 2017 and 2018 business tax to inflation currently estimated at 2.4%. In 2017, the increase in the business tax is \$2.08 to a total of \$109 per FTE of which \$45 per FTE would be apportioned to the General Fund and \$64 per FTE to the Capital Improvement Program. In 2018, the increase is calculated at \$3.00 raising the business tax to \$112 per FTE of which \$48 would be collected in the General Fund and \$64 in the Capital Improvement or Transportation Demand Management Programs.

In addition to the changes in the business tax rate, the ordinance also addresses some administrative changes to administration of hazardous materials questionnaires for protection of Wellhead Zones 1, 2, and 3. The changes add mobile businesses to the type of businesses required to fill out a hazardous materials questionnaire, as well as gives authority to the Public Works Director or designee to require more hazardous material information, if deemed necessary. The changes more closely align the ordinance with the City's current practice.

### **In-City Water and Novelty Hill Service Area Rates**

During the study session held on July 26, 2016, the Council reviewed the Water, Wastewater, and Stormwater Utility rates in preparation for the 2017-2018 Biennial Budget. City policy calls for a rate study to be performed in conjunction with the adoption of each biennial budget. Water, wastewater, and stormwater rates are separated into in-city rates and those that are associated with the Novelty Hill Service area in King County. The rates are used to fund most of the costs associated with providing these services to the community.

The ordinance in Attachment C provides for water revenue increases of 2% and 2% for 2017 and 2018, respectively for in-city customers. Rate increases for the Novelty Hill Service Area for water are proposed at 8% and 8% for 2017 and 2018, respectively. The rate increases are primarily due to the increased cost of purchased water. There are no rate increases proposed for the wastewater or stormwater utilities.

### **Stormwater Rate Credits**

The Council provided staff with the approval to move forward with the implementation of an updated stormwater rate credit system on April 26, 2016, which was followed by public outreach. The goal of implementing the updated credit system is to improve the alignment with current management practices, increase clarity of how the credits are applied, and to create equity and consistency in the application of credits. The ordinance in Attachment D reflects changes to the stormwater rate credit system.

### **Impact Fee Indexing**

Each year the City Council has the opportunity, though is not required, to update the fire, park, school, and transportation impact fees to ensure that rates keep pace with inflation.

Staff briefed Members of the Council at the October 18, 2016, Council Meeting regarding recommended impact fee indexing for 2017. Attachment E, contains the recommended 2017 update to fire, park, transportation, and school impact fee rates for Redmond based on the annual indexing provisions specified in RMC Chapter 3.10 - Impact Fees. The following summarized the recommended inflationary increases for the various impact fees, including:

- Fire 1.91%
- Parks 2.05%
- Transportation 1.52%

In addition, the recommended school impact fees are \$10,822 for a single-family home and \$956 for a multi-family home, as specified in the Lake Washington School District's (LWSD) 2016-2021 Capital Facility Plan. Redmond currently collects impact fees on behalf of the District of \$9,715 for single-family homes and \$816 for multi-family homes. The impact fee ordinance also contains two recommended code amendments related to administration of impact fees.

In addition, the Council also adopted an ordinance amending the 18-Year Transportation Facilities Plan (TFP) on November 15, 2016. This amendment to the TFP moved three projects from the unfunded buildout plan in the TMP to the (funded) TFP, including Section 3 of the ordinance directing the Administration to prepare a Municipal Code amendment to implement the revisions to the TFP. The size and composition of the TFP forms the basis for transportation impact fees, and therefore this change to the TFP provides for a 15.3% increase in transportation impact fees. When combined with the annual indexing of impact fees for inflation (see above), transportation impact fees would increase by 17.0%.

In total, the proposed ordinance amending RMC 3.10 would update the Fire and Parks impact fees for inflation, would update the Transportation impact fees for inflation and the adopted TFP amendments, would update the School impact fees in accordance with the Lake Washington School District's 2016-21 Capital Facilities Plan, and would make two code amendments for definitions and administrative interpretations, as previously discussed with the City Council.

### **Changes to City of Redmond Fiscal and Investment Policies**

The City's fiscal and investment policies are reviewed and updated as necessary as part of the City's biennial budget process. The Council's Finance, Administration and Communications (FAC) Committee reviewed recommended changes to the City Fiscal and Investment Policies in the third quarter of 2016. The changes to the fiscal policies are contained in Attachment F and the investment policy revisions are outlined in Attachment G.

Many of the changes to the fiscal policies are meant to better align the policy with current practice and make enhancements to the City's capital improvement processes. Changes in the investment policies include wording regarding pension funds, if pooled with City assets, as well as administrative updates to the glossary.



### **Budget Adoption**

On October 4, 2016, the Mayor transmitted to the Redmond City Council the 2017-2018 Preliminary Budget and Capital Investment Program (CIP), reflecting his recommendations, as per his authority provided in the Revised Code of Washington (RCW) 35A.34. Consistent with the City's Budgeting by Priorities process, the budget was designed around six priorities, as articulated by the community and adopted by the Council. Public hearings were held in keeping with state law on June 21, October 18, and November 15, 2016.

The new biennial budget reflects the Mayor's overarching vision to work together with the Council to realize Redmond's future as a city with two vibrant urban centers and connected neighborhoods.

The ordinance in Attachment H establishes the 2017-2018 Biennial Budget at \$679,467,318 and reflects a budget that is balanced through a combination of innovations and efficiencies and right-sizing of operations for changing customer demands. During Council deliberations the following change were made to the budget, including:

- Increasing the Affordable Housing Trust Fund by \$28,250 to raise the contributed amount to an even \$600,000. The change is supported by an increase in the projected amount of new construction above the City's property tax projections.
- A decrease in the City's property tax from a 1% increase to the implicit price deflator (IPD) of 0.95%. The impact of this change is nominal and was also offset by the increase in the City's new construction.

Council changes and technical adjustments to the budget are highlighted in Exhibit H-1 with Council's final Issues/Parking Lot and Public Comment Matrices contained in Exhibit H-2.

## **IV. IMPACT**

A. **Service/Delivery**: Adoption of the proposed ordinances and resolutions will enact the 2017-2018 biennial budget, as discussed in previous conversations with Council. The property tax ordinance as proposed will provide timely notice to King County for the levying of taxes to support the proposed 2017 expenditures.

B. **Fiscal**: Adoption will set user fees, rates and taxes as anticipated in the development and review of the 2017-2018 biennial budget. Adoption of the budget ordinance itself will appropriate the necessary resources to address community priorities through the programs and strategies described therein. No other action is necessary to implement the 2017-2018 budget.

## **V. ALTERNATIVES TO STAFF RECOMMENDATION**

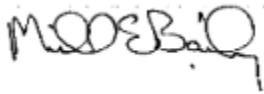
Council could consider alternative strategies, resources approaches or desired outcomes which would not have been discussed or contemplated during the numerous discussions, hearings or workshops.

## VI. TIME CONSTRAINTS

Actions contained in the 2017-2018 Biennial Budget package must be approved by December 31, 2016, in order to take effect by January 1, 2017. In addition, immediate action is necessary in order to ensure that the City receives its 2017 property tax distribution per King County timelines.

## VII. LIST OF ATTACHMENTS

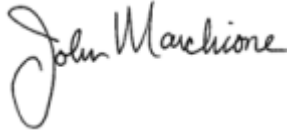
Attachment A:	Ordinance: 2017 Property Tax Levy
Attachment B:	Ordinance: Business License Fee Indexing
Attachment C:	Ordinance: Water and Novelty Hill Utility Rates
Attachment D:	Ordinance: Stormwater Rate Credit Revisions
Attachment E:	Ordinance: 2017 Impact Fee Indexing
Attachment F:	Changes to City of Redmond Fiscal Policies
Attachment G:	Changes to the City of Redmond Investment Policies
Attachment H:	Ordinance: Adoption of the 2017-2018 Biennial Budget and CIP
	Exhibit H-1: Summary of Budget Changes
	Exhibit H-2: Final Council Issues/Parking Lot and Public Comment Matrices



\_\_\_\_\_  
**Mike Bailey, Finance and Information Services Director**

**11/23/2016**

**Date**



Approved for Agenda \_\_\_\_\_

**John Marchione, Mayor**

**11/23/2016**

**Date**

**ATTACHMENT A**

NON-CODE

**CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, LEVYING PROPERTY TAXES FOR THE CITY OF REDMOND FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2017, ON ALL PROPERTY, BOTH REAL AND PERSONAL, IN SAID CITY WHICH IS SUBJECT TO TAXATION FOR THE PURPOSE OF PAYING SUFFICIENT REVENUE TO CARRY ON GENERAL OPERATIONS, RECOGNIZE VOTER APPROVED LEVY LID LIFTS FOR PUBLIC SAFETY AND PARKS AND PAY DEBT SERVICE OBLIGATIONS OF SAID CITY FOR THE ENSUING YEAR AS REQUIRED BY LAW

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WHEREAS, the City Council of Redmond, Washington has properly given notice of public hearings held on June 21, 2016, October 18, 2016, and November 15, 2016, to consider the City of Redmond's current expense budget for the 2017-2018 biennium, pursuant to RCW 84.55.120; and

WHEREAS, the City Council, after hearing, and after duly considering all relevant evidence and testimony presented, has determined that the City of Redmond requires a levy in the amount of \$25,359,653, which includes an increase in property tax revenue from the previous year beyond that resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the City; and

WHEREAS, the City Council in the course of considering the budget for the 2017-2018 biennium has reviewed all sources of revenue and examined all anticipated expenses and obligations; and

WHEREAS, City of Redmond voters approved a levy lid lift for public safety and parks and recreation in 2007.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1.      General Tax Levy for 2017.      An increase in the regular levy is hereby authorized for the 2017 regular levy in the amount of \$25,359,653 which is a percentage increase of 0.95% or \$231,371 from the previous year. This increase is exclusive of additional revenue resulting from the addition of new construction and improvements to property and any increase in the value of state assessed property, and any additional amounts resulting from any annexations that have occurred and refunds made. Including the increase stated above and inclusive of the addition of new construction, the value of state assessed property, annexations and refunds in the amount of \$39,696 there shall be and is hereby levied current taxes of \$25,359,653 the purpose of which is to discharge the expected expenses and obligations of the City.

In the event King County provides updated levy limit information after the passage of this ordinance, the levy provided herein shall be automatically adjusted to reflect such information so that the total sum levied shall not exceed the

increase authorized by the levy lid lift approved by voters for public safety and parks and such other amounts authorized by law.

Section 2.      Certification of Ordinance to King County Council. This ordinance shall be certified to the King County Council, as provided by law, and taxes hereby levied shall be collected and paid to the Finance Director of the City of Redmond at the time and in the manner provided by the laws of the State of Washington for the collection of taxes for non-charter code cities.

Section 3.      Majority Approval. This ordinance was passed by at least a majority of the entire Council.

Section 4.      Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 5.      Effective Date. This ordinance shall take effect five (5) days after passage and publication of the ordinance or a summary thereof consisting of the title, or as otherwise provided by law.

ADOPTED by the Redmond City Council this 6th day of  
December, 2016.

CITY OF REDMOND

\_\_\_\_\_  
MAYOR, JOHN MARCHIONE

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, MICHELLE M. MCGEHEE, MMC (SEAL)

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

\_\_\_\_\_  
CITY ATTORNEY, JAMES HANEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO:

**ATTACHMENT B**

CODE

**CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING SECTIONS 5.04.070 AND  
5.04.080 OF THE REDMOND MUNICIPAL CODE,  
INCREASING THE BUSINESS LICENSE FEE  
PROVIDING FOR REFERENDUM, AND ESTABLISHING  
AN EFFECTIVE DATE

---

WHEREAS, Chapter 35A.82 of the Revised Code of Washington  
authorizes the City to require business licenses and to impose  
business license fees for the purpose of regulation and revenue;  
and

WHEREAS, the City of Redmond wishes to increase the  
business license fee to keep up with inflation; and

WHEREAS, the City of Redmond approved the creation of a  
business tax on December 17, 1996, for the purpose of improving  
Redmond's transportation system and transportation demand  
management programs; and

WHEREAS, the City of Redmond recognizes the importance of  
an effective transportation system, that includes capital  
projects and effective management of travel demand and travel  
choices for maintaining community well-being and conducting  
commerce in the City, and

WHEREAS, the City of Redmond promotes a strong multi-modal  
transportation system that offers real travel choices, with

improved connections both within and through Redmond and between Redmond and the region, and

WHEREAS, the City of Redmond has determined that an increase in the business license fee is necessary in order to provide additional revenue for ongoing operations.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1.      Classification.      This ordinance is of a general and permanent nature and shall become a part of the City Code.

Section 2.      Amendment of Section.      Sections 5.04.070 and 5.04.080 of the Redmond Municipal Code is hereby amended to read as follows:

**5.04.070 Procedures for issuance of license.**

(A) Formal Application Required. Every person required to procure a license under the provisions of this chapter shall submit an application for such license to the finance director. The application shall be made upon forms provided by the finance director.

(1) Determination of whether a business license application is complete for purposes of issuing a business license shall be made by the finance director.



(2) An application for a business license shall be deemed to be abandoned 90 days after the date of application, unless such application has been pursued in good faith or a license has been issued. Expired applications shall forfeit a minimum of [~~\$106.90~~] **\$109.00 in 2017 and \$112.00 in 2018** of the new application fee.

(B) Commencement of Business Activities. No person shall be entitled or authorized to engage in business within the city until such time as the finance director has approved the issuance of a business license pursuant to the terms of this chapter. The acceptance of a business license application by the city shall not be deemed to grant any right or privilege under this chapter, except as otherwise provided by law.

(C) Burden on Applicant. The finance director, or other designated officer, is authorized, but not required, to mail to persons engaging in business forms for applications and/or renewals for licenses, but failure of the person to receive any such form shall not excuse the person from making application for and securing the license required by this chapter.

(D) New license applications meet the requirement for Hazardous Materials Questionnaire submittal.

Applications for new business licenses, including home businesses, and mobile businesses operating within the boundaries of Wellhead Protection Zones 1, 2, or 3 shall be ~~[ACCOMPANIED BY A COMPLETED HAZARDOUS MATERIALS QUESTIONNAIRE TO DETERMINE THE]~~ reviewed by the City of Redmond Director of Public Works, or his or her designee for regulatory status related to hazardous materials handling and may require submittal of additional information related to hazardous materials handling. ~~[REGULATORY STATUS OF THE BUSINESS. THE CITY OF REDMOND DIRECTOR OF PUBLIC WORKS, OR HIS OR HER DESIGNEE, SHALL REVIEW AND APPROVE THE HAZARDOUS MATERIALS QUESTIONNAIRE. APPLICATIONS FOR BUSINESS LICENSE RENEWALS DO NOT NEED TO BE ACCOMPANIED BY A HAZARDOUS MATERIALS QUESTIONNAIRE; HOWEVER,]~~

may require submittal of additional information related to hazardous materials handling, by the City of Redmond Director of Public Works, or his or her designee, ~~[UPDATED HAZARDOUS MATERIALS QUESTIONNAIRE FROM RENEWING BUSINESSES]~~ in accordance with the requirements under Chapter 13.07, Wellhead Protection.

#### 5.04.080 Fees - Payment.

(A) Reporting by Hours Method. The annual business license fee is calculated by determining the number of employee hours worked in the City of Redmond during the previous year and then multiplying that figure by [~~\$0.055677~~] \$0.056770 in 2017. The City shall allocate [~~\$42.90~~] \$45.00 out of each [~~\$106.90~~] \$109.00 received to the general fund and \$64.00 out of each [~~\$106.90~~] \$109.00 received to [THE] transportation capital improvements [FUND] or transportation demand management projects in 2017. The annual business license fee in 2018 is calculated by determining the number of employee hours worked in the City of Redmond during the previous year and then multiplying that figure by 0.058333. The City shall allocate \$48.00 out of each \$112.00 received to the general fund and \$64.00 out of each \$112.00 received to transportation capital improvements or transportation demand management projects.

(1) *Repealed by Ord. 2546.*

(2) *Repealed by Ord. 2546.*

(3) Annual employee hours are calculated based on the sum of the four quarterly reports

submitted to the Washington State Department of Labor and Industries for the previous year.

(4) It shall be the responsibility of the employer to determine the number of hours worked within the city from these reports. Businesses that did not file quarterly reports with the Washington State Department of Labor and Industries shall determine the number of hours worked within the city and demonstrate, if required, to the satisfaction of the finance director, that the number of employee hours worked is correct.

(5) Employers without a full year history would need to estimate the number of employee hours that will be worked in the current calendar year.

(B) Reporting by FTE Method. A business may choose to calculate its annual license fee based on the number of its full-time equivalent employees. Using this method the annual business license fee is calculated by multiplying the number of full-time equivalent employees during the previous year by [~~\$106.90~~] **\$109.00 in 2017 and \$112.00 in 2018**. The City shall allocate [~~\$42.90~~] **\$45.00** out of each [~~\$106.90~~] **\$109.00** received to the general fund and \$64.00 out of each [~~\$106.90~~] \$109.00 received to [THE]

transportation capital improvements [~~FUND.~~] or  
transportation demand management projects in 2017. In  
2018, the City shall allocate \$48.00 out of each  
\$112.00 received to the general fund and \$64.00 out of  
each \$112.00 received to transportation capital  
improvements or transportation demand management  
projects.

(1) *Repealed by Ord. 2546.*

(2) *Repealed by Ord. 2546.*

(3) *Repealed by Ord. 2546.*

(4) *Repealed by Ord. 2546.*

(5) *Repealed by Ord. 2546.*

(6) The number of full-time equivalent employees shall be based on the sum of the full-time employees in the four quarterly reports submitted to the Washington State Department of Labor and Industries for the previous year divided by four.

(7) It shall be the responsibility of the employer to determine the number of full-time equivalent employees working within the city from these reports. Businesses that did not file quarterly reports with the Washington State Department of Labor and Industries shall determine the number of full-time equivalent employees working in the city and

demonstrate, if required, to the satisfaction of the finance director, that the number of full-time equivalent employees is correct.

(8) For businesses with employees who work less than 1,920 hours per year (the work hour figure used by the Washington Department of Labor and Industries) the total number of hours worked by all such employees during the four quarters of the previous year shall be added together and divided by 1,920 to determine the full time employee equivalency.

(9) Employers without a full year history would need to estimate the number of full-time equivalent employees that will work in the city for the current calendar year.

(C) If at any time during the year it appears that the number of employee hours worked or if using the FTE method the number of employees was under-reported at the time of application or renewal, an additional license fee and a penalty on the additional license fee shall be due. The penalty shall be equal to twenty percent (20%) per annum of the additional fee, plus any accounting, legal, or administrative expenses incurred by the city in determining the under-reporting or in collecting the tax and penalty.

(D) The license fee for a business required to be licensed under this chapter and not located within the city's corporate limits shall be calculated based upon the number of employee hours worked or the number of full-time equivalent employees within the city, but in no event shall the license fee be less than the minimum fee set forth in this chapter.

(E) Businesses doing business in the city that have no employees physically working within the city shall pay the minimum license fee required under this chapter.

(F) The minimum fee for any license issued under this chapter shall be [~~\$106.90~~] **\$109.00 in 2017 and \$112.00 in 2018.**

(1) Exemptions. The following entities may claim an exemption from the license or renewal fee, but if exempt under this subsection such entities shall register under this chapter.

(a) Any entity exempt from taxation under 26 U.S.C. Sec. 501(c)(3), upon furnishing proof to the finance director of its nonprofit status.

(b) Governmental entities that engage solely in activities which are not exclusively

governmental, such as some activities of a hospital or medical clinic.

(c) A nonprofit business operated exclusively for a religious purpose that files with the city a copy of its current IRS 501(C)(3) exemption certificate issued by the Internal Revenue Service.

(d) Civic groups, service clubs, and social organizations that are not engaged in any profession, trade, or occupation, but are organized to provide civic, service or social activities in the city. Examples of such organizations may include but are not limited to: Soroptimists; Kiwanis; Lions; Rotary; American Legion; children's and adults' athletic organizations; and similar types of groups, clubs or organizations.

(G) The annual license fee shall become due and payable on January 1st of each calendar year. The business license fee shall not be prorated for any part of any year.

(H) A licensee may request that the city refund that portion of the annual business license overpaid on the basis that the business miscounted the number of employee hours worked or the number of employees. The request must be in writing and the city must



receive the request and all supporting payroll documentation no later than 60 days after the end of the licensee's fiscal year in which the error was made. If the finance director is satisfied that the business paid an excess business license fee, then the city will refund the excess fee paid by the business during either the current calendar year or one prior calendar year.

(I) Payment made by check shall not be deemed a payment of the fee unless and until the same has been honored in the usual course of business, nor shall acceptance of any such check operate as an acquittance or discharge of the fee unless and until the check is honored. Any person who submits a business license fee payment by check to the city pursuant to the provisions of this chapter shall be assessed a NSF fee set by the finance director if the check is returned unpaid by a bank or other financial institution for insufficient funds in the account or for any other reason.

(J) If any person required by the terms and provisions of this chapter to pay a license fee for any period fails or refuses to do so, he shall not be granted a license for the current period until the

delinquent license fee, together with penalties, has been paid in full. Any license fee due and unpaid under this chapter and any penalties thereon shall constitute a debt to the city and may be collected in court proceedings in the same manner as any other debt in like amount, which remedy shall be in addition to all other existing remedies.

Section 3.      Severability.      Should any section, subsection, paragraph, sentence, clause or phrase of this chapter be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portion of this chapter.

Section 4.      Effective Date.      This ordinance is subject to referendum as set forth in RCW 35.21.706. Any duly qualified person may file a referendum petition with the City Clerk within seven (7) days after the passage of this ordinance. In the event such a petition is filed, the City Clerk shall, within ten (10) days confer with the petitioner regarding the form and style of the petition, secure an accurate, concise and positive ballot title from the City Attorney, and assign an identification number to the petition. Thereafter, the petitioner shall have thirty (30) days within which to gather signatures from not less than 15 percent of the City's registered voters as of the last municipal general election upon petition forms which contain the

ballot title and the full text of the measure to be referred.  
In the event that no referendum petition is filed, this ordinance shall take effect on and after the 1<sup>st</sup> day of January, 2015, and after publication of an approved summary thereof consisting of the title.

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF REDMOND

\_\_\_\_\_  
JOHN MARCHIONE, MAYOR

ATTEST:

\_\_\_\_\_  
MICHELLE M. HART, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

\_\_\_\_\_  
JAMES HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.

ATTACHMENT C

CODE

CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING RMC 13.16.020, AND  
13.16.030, INCREASING WATER AND HYDRANT  
RATES AND CHARGES; AND PROVIDING FOR  
SEVERABILITY, AND ESTABLISHING EFFECTIVE  
DATES

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WHEREAS, all costs to operate and maintain the City's water  
system continue to increase because of general escalation of  
costs.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND,  
WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1.      Classification.      Sections 2 and 3 of this  
ordinance are of a general and permanent nature and shall become  
a part of the City Code. Sections 1, 4, and 5 are non-code.

Section 2.      Amendment of Section.      RMC 13.16.020, Water  
Service Rates and Charges, is hereby amended to read as follows:

A.      Water service charges shall include a fixed  
monthly charge and a commodity charge.      The fixed  
monthly charge shall apply to each meter.      The  
commodity charge may vary with consumption depending  
upon classification, and shall apply to each meter.  
The commodity charge rate shall be per 100 cubic feet  
and may be prorated for fractional parts of 100 cubic

feet. The charges vary by service area and by season. Summer commodity charges shall apply for all service for which a billing statement is prepared starting June 1st and ending October 31st. Water service rates and charges shall be in accordance with the following rate schedules:

1. REDMOND SERVICE AREA
  - a. Single-Family Residential

<u>2017 RATES</u>					
<u>Meter Size (inches)</u>	<u>Fixed Monthly Charge</u>	<u>Commodity Charge (per 100 CF per month)</u>			
		<u>0-4.00</u>	<u>4.01- 10.00</u>	<u>10.01 - 20.00</u>	<u>20.01 and over</u>
<u>5/8" x 3/4"</u> <u>and 3/4"</u>	<u>\$14.55</u>	<u>\$1.79</u>	<u>\$3.57</u>	<u>\$5.36</u>	<u>\$7.14</u>
<u>1"</u>	<u>18.45</u>	<u>1.79</u>	<u>3.57</u>	<u>5.36</u>	<u>7.14</u>
<u>1 1/2"</u>	<u>22.35</u>	<u>1.79</u>	<u>3.57</u>	<u>5.36</u>	<u>7.14</u>
<u>2"</u>	<u>33.15</u>	<u>1.79</u>	<u>3.57</u>	<u>5.36</u>	<u>7.14</u>

<u>2018 AND AFTER RATES</u>					
<u>Meter Size (inches)</u>	<u>Fixed Monthly Charge</u>	<u>Commodity Charge (per 100 CF per month)</u>			
		<u>0-4.00</u>	<u>4.01- 10.00</u>	<u>10.01 - 20.00</u>	<u>20.01 and over</u>
<u>5/8" x 3/4"</u> <u>and 3/4"</u>	<u>\$14.85</u>	<u>\$1.82</u>	<u>\$3.64</u>	<u>\$5.46</u>	<u>\$7.28</u>
<u>1"</u>	<u>18.85</u>	<u>1.82</u>	<u>3.64</u>	<u>5.46</u>	<u>7.28</u>
<u>1 1/2"</u>	<u>22.80</u>	<u>1.82</u>	<u>3.64</u>	<u>5.46</u>	<u>7.28</u>
<u>2"</u>	<u>33.80</u>	<u>1.82</u>	<u>3.64</u>	<u>5.46</u>	<u>7.28</u>

2015 RATES					
Meter Size (inches)	Fixed Monthly Charge	Commodity Charge (per 100 CF per month)			
		<del>0-4.00</del>	<del>4.01-10.00</del>	<del>10.01-20.00</del>	<del>20.01 and over</del>
<del>5/8" x 3/4"</del> and 3/4"	\$13.80	\$1.70	\$3.40	\$5.10	\$6.80
1"	17.55	1.70	3.40	5.10	6.80
1 1/2"	21.25	1.70	3.40	5.10	6.80
2"	31.55	1.70	3.40	5.10	6.80

2016 AND AFTER RATES					
Meter Size (inches)	Fixed Monthly Charge	Commodity Charge (per 100 CF per month)			
		<del>0-4.00</del>	<del>4.01-10.00</del>	<del>10.01-20.00</del>	<del>20.01 and over</del>
<del>5/8" x 3/4"</del> and 3/4"	\$14.25	\$1.75	<del>\$3.50</del>	<del>\$5.25</del>	<del>\$7.00</del>
1"	18.10	1.75	3.50	5.25	7.00
1 1/2"	21.90	1.75	3.50	5.25	7.00
2"	32.50	1.75	3.50	5.25	7.00

b. Multi-Family Residential

2017 RATES			
<u>Meter Size (inches)</u>	<u>Fixed Monthly Charge</u>	<u>Commodity Charge (per 100 CF)</u>	
		<u>Winter</u>	<u>Summer</u>
<u>5/8" x 3/4" and 3/4"</u>	<u>\$ 19.10</u>	<u>\$ 2.34</u>	<u>\$ 4.01</u>
<u>1"</u>	<u>34.00</u>	<u>2.34</u>	<u>4.01</u>
<u>1 1/2"</u>	<u>58.80</u>	<u>2.34</u>	<u>4.01</u>
<u>2"</u>	<u>88.55</u>	<u>2.34</u>	<u>4.01</u>
<u>3"</u>	<u>168.00</u>	<u>2.34</u>	<u>4.01</u>
<u>4"</u>	<u>258.00</u>	<u>2.34</u>	<u>4.01</u>
<u>6"</u>	<u>506.00</u>	<u>2.34</u>	<u>4.01</u>
<u>8"</u>	<u>804.00</u>	<u>2.34</u>	<u>4.01</u>

<u>2018 AND AFTER RATES</u>			
<u>Meter Size</u> <u>(inches)</u>	<u>Fixed Monthly</u> <u>Charge</u>	<u>Commodity Charge</u> <u>(per 100 CF)</u>	
		<u>Winter</u>	<u>Summer</u>
<u>5/8" x 3/4" and</u> <u>3/4"</u>	<u>\$ 19.50</u>	<u>\$ 2.39</u>	<u>\$ 4.09</u>
<u>1"</u>	<u>34.70</u>	<u>2.39</u>	<u>4.09</u>
<u>1 1/2"</u>	<u>60.00</u>	<u>2.39</u>	<u>4.09</u>
<u>2"</u>	<u>90.30</u>	<u>2.39</u>	<u>4.09</u>
<u>3"</u>	<u>172.00</u>	<u>2.39</u>	<u>4.09</u>
<u>4"</u>	<u>263.00</u>	<u>2.39</u>	<u>4.09</u>
<u>6"</u>	<u>516.00</u>	<u>2.39</u>	<u>4.09</u>
<u>8"</u>	<u>820.00</u>	<u>2.39</u>	<u>4.09</u>

<u>2015 RATES</u>			
<u>Meter Size</u> <u>(inches)</u>	<u>Fixed Monthly</u> <u>Charge</u>	<u>Commodity Charge</u> <u>(per 100 CF)</u>	
		<u>Winter</u>	<u>Summer</u>
<u>5/8" x 3/4" and</u> <u>3/4"</u>	<u>\$ 18.15</u>	<u>\$ 2.22</u>	<u>\$ 3.81</u>
<u>1"</u>	<u>32.30</u>	<u>2.22</u>	<u>3.81</u>
<u>1 1/2"</u>	<u>55.95</u>	<u>2.22</u>	<u>3.81</u>
<u>2"</u>	<u>84.25</u>	<u>2.22</u>	<u>3.81</u>
<u>3"</u>	<u>160.00</u>	<u>2.22</u>	<u>3.81</u>
<u>4"</u>	<u>245.00</u>	<u>2.22</u>	<u>3.81</u>
<u>6"</u>	<u>481.00</u>	<u>2.22</u>	<u>3.81</u>
<u>8"</u>	<u>765.00</u>	<u>2.22</u>	<u>3.81</u>

<u>2016 AND AFTER RATES</u>			
<u>Meter Size</u> <u>(inches)</u>	<u>Fixed Monthly</u> <u>Charge</u>	<u>Commodity Charge</u> <u>(per 100 CF)</u>	
		<u>Winter</u>	<u>Summer</u>
<u>5/8" x 3/4" and</u> <u>3/4"</u>	<u>\$ 18.70</u>	<u>\$ 2.29</u>	<u>\$ 3.93</u>
<u>1"</u>	<u>33.30</u>	<u>2.29</u>	<u>3.93</u>
<u>1 1/2"</u>	<u>57.65</u>	<u>2.29</u>	<u>3.93</u>
<u>2"</u>	<u>86.80</u>	<u>2.29</u>	<u>3.93</u>
<u>3"</u>	<u>165.00</u>	<u>2.29</u>	<u>3.93</u>
<u>4"</u>	<u>253.00</u>	<u>2.29</u>	<u>3.93</u>

6"	496.00	2.29	3.93
8"	788.00	2.29	3.93

c. Commercial

2017 RATES			
<u>Meter Size</u> <u>(inches)</u>	<u>Fixed Monthly</u> <u>Charge</u>	<u>Commodity Charge</u> <u>(per 100 CF)</u>	
		<u>Winter</u>	<u>Summer</u>
<u>5/8" x 3/4" and</u>	<u>\$ 19.10</u>	<u>\$ 2.34</u>	<u>\$ 4.01</u>
<u>3/4"</u>			
<u>1"</u>	<u>34.00</u>	<u>2.34</u>	<u>4.01</u>
<u>1 1/2"</u>	<u>58.80</u>	<u>2.34</u>	<u>4.01</u>
<u>2"</u>	<u>88.55</u>	<u>2.34</u>	<u>4.01</u>
<u>3"</u>	<u>168.00</u>	<u>2.34</u>	<u>4.01</u>
<u>4"</u>	<u>258.00</u>	<u>2.34</u>	<u>4.01</u>
<u>6"</u>	<u>506.00</u>	<u>2.34</u>	<u>4.01</u>
<u>8"</u>	<u>804.00</u>	<u>2.34</u>	<u>4.01</u>

2018 AND AFTER RATES			
<u>Meter Size</u> <u>(inches)</u>	<u>Fixed Monthly</u> <u>Charge</u>	<u>Commodity Charge</u> <u>(per 100 CF)</u>	
		<u>Winter</u>	<u>Summer</u>
<u>5/8" x 3/4" and</u>	<u>\$ 19.50</u>	<u>\$ 2.39</u>	<u>\$ 4.09</u>
<u>3/4"</u>			
<u>1"</u>	<u>34.70</u>	<u>2.39</u>	<u>4.09</u>
<u>1 1/2"</u>	<u>60.00</u>	<u>2.39</u>	<u>4.09</u>
<u>2"</u>	<u>90.30</u>	<u>2.39</u>	<u>4.09</u>
<u>3"</u>	<u>172.00</u>	<u>2.39</u>	<u>4.09</u>
<u>4"</u>	<u>263.00</u>	<u>2.39</u>	<u>4.09</u>
<u>6"</u>	<u>516.00</u>	<u>2.39</u>	<u>4.09</u>
<u>8"</u>	<u>820.00</u>	<u>2.39</u>	<u>4.09</u>

2015 RATES			
<u>Meter Size</u> <u>(inches)</u>	<u>Fixed Monthly</u> <u>Charge</u>	<u>Commodity Charge</u> <u>(per 100 CF)</u>	
		<u>Winter</u>	<u>Summer</u>
<u>5/8" x 3/4" and</u>	<u>\$ 18.15</u>	<u>\$ 2.22</u>	<u>\$ 3.81</u>
<u>3/4"</u>			
<u>1"</u>	<u>32.30</u>	<u>2.22</u>	<u>3.81</u>
<u>1 1/2"</u>	<u>55.95</u>	<u>2.22</u>	<u>3.81</u>



2"	84.25	2.22	3.81
3"	160.00	2.22	3.81
4"	245.00	2.22	3.81
6"	481.00	2.22	3.81
8"	765.00	2.22	3.81

2016 AND AFTER RATES			
Meter Size (inches)	Fixed Monthly Charge	<del>Commodity Charge</del> <del>(per 100 CF)</del>	
		Winter	Summer
5/8" x 3/4" and 3/4"	\$ 18.70	\$ 2.29	\$ 3.93
1"	33.30	2.29	3.93
1 1/2"	57.65	2.29	3.93
2"	86.80	2.29	3.93
3"	165.00	2.29	3.93
4"	253.00	2.29	3.93
6"	496.00	2.29	3.93
8"	788.00	2.29	3.93

d. Irrigation and Cooling Tower

2017 RATES			
<u>Meter Size</u> <u>(inches)</u>	<u>Fixed Monthly Charge</u>		<u>Commodity</u> <u>Charge</u> <u>(per 100 CF per</u> <u>month)</u>
	<u>Water Only</u> <u>Meter</u>	<u>Exempt Meter</u>	
<u>5/8" x 3/4" and</u> <u>3/4"</u>	<u>\$ 19.10</u>	<u>\$ 0.00</u>	<u>\$ 6.43</u>
<u>1"</u>	<u>34.00</u>	<u>0.00</u>	<u>6.43</u>
<u>1 1/2"</u>	<u>58.80</u>	<u>0.00</u>	<u>6.43</u>
<u>2"</u>	<u>88.55</u>	<u>0.00</u>	<u>6.43</u>
<u>3"</u>	<u>168.00</u>	<u>0.00</u>	<u>6.43</u>
<u>4"</u>	<u>258.00</u>	<u>0.00</u>	<u>6.43</u>
<u>6"</u>	<u>506.00</u>	<u>0.00</u>	<u>6.43</u>
<u>8"</u>	<u>804.00</u>	<u>0.00</u>	<u>6.43</u>

<u>2018 AND AFTER RATES</u>			
<u>Meter Size</u> <u>(inches)</u>	<u>Fixed Monthly Charge</u>		<u>Commodity</u> <u>Charge</u> <u>(per 100 CF per</u> <u>month)</u>
	<u>Water Only</u> <u>Meter</u>	<u>Exempt Meter</u>	
<u>5/8" x 3/4" and</u> <u>3/4"</u>	<u>\$ 19.50</u>	<u>\$ 0.00</u>	<u>\$ 6.56</u>
<u>1"</u>	<u>34.70</u>	<u>0.00</u>	<u>6.56</u>
<u>1 1/2"</u>	<u>60.00</u>	<u>0.00</u>	<u>6.56</u>
<u>2"</u>	<u>90.30</u>	<u>0.00</u>	<u>6.56</u>
<u>3"</u>	<u>172.00</u>	<u>0.00</u>	<u>6.56</u>
<u>4"</u>	<u>263.00</u>	<u>0.00</u>	<u>6.56</u>
<u>6"</u>	<u>516.00</u>	<u>0.00</u>	<u>6.56</u>
<u>8"</u>	<u>820.00</u>	<u>0.00</u>	<u>6.56</u>

<u>2015 RATES</u>			
<u>Meter Size</u> <u>(inches)</u>	<u>Fixed Monthly Charge</u>		<u>Commodity</u> <u>Charge</u> <u>(per 100 CF per</u> <u>month)</u>
	<u>Water Only</u> <u>Meter</u>	<u>Exempt Meter</u>	
<u>5/8" x 3/4" and</u> <u>3/4"</u>	<u>\$ 18.15</u>	<u>\$ 0.00</u>	<u>\$ 6.10</u>
<u>1"</u>	<u>32.30</u>	<u>0.00</u>	<u>6.10</u>
<u>1 1/2"</u>	<u>55.95</u>	<u>0.00</u>	<u>6.10</u>
<u>2"</u>	<u>84.25</u>	<u>0.00</u>	<u>6.10</u>
<u>3"</u>	<u>160.00</u>	<u>0.00</u>	<u>6.10</u>
<u>4"</u>	<u>245.00</u>	<u>0.00</u>	<u>6.10</u>
<u>6"</u>	<u>481.00</u>	<u>0.00</u>	<u>6.10</u>
<u>8"</u>	<u>765.00</u>	<u>0.00</u>	<u>6.10</u>

<u>2016 AND AFTER RATES</u>			
<u>Meter Size</u> <u>(inches)</u>	<u>Fixed Monthly Charge</u>		<u>Commodity</u> <u>Charge</u> <u>(per 100 CF per</u> <u>month)</u>
	<u>Water Only</u> <u>Meter</u>	<u>Exempt Meter</u>	
<u>5/8" x 3/4" and</u> <u>3/4"</u>	<u>\$ 18.70</u>	<u>\$ 0.00</u>	<u>\$ 6.30</u>
<u>1"</u>	<u>33.30</u>	<u>0.00</u>	<u>6.30</u>
<u>1 1/2"</u>	<u>57.65</u>	<u>0.00</u>	<u>6.30</u>
<u>2"</u>	<u>86.80</u>	<u>0.00</u>	<u>6.30</u>
<u>3"</u>	<u>165.00</u>	<u>0.00</u>	<u>6.30</u>
<u>4"</u>	<u>253.00</u>	<u>0.00</u>	<u>6.30</u>
<u>6"</u>	<u>496.00</u>	<u>0.00</u>	<u>6.30</u>
<u>8"</u>	<u>788.00</u>	<u>0.00</u>	<u>6.30</u>

e. Fire Sprinkler - Single Family Residential

<u>2017 AND AFTER RATES</u>		
<u>Meter Size</u> <u>(inches)</u>	<u>Fixed Monthly</u> <u>Charge</u>	<u>Commodity Charge</u> <u>(per 100 CF)</u>
<u>5/8" x 3/4" and 3/4"</u>	<u>\$ 3.95</u>	<u>\$ 5.30</u>
<u>1"</u>	<u>4.80</u>	<u>5.30</u>
<u>1 1/2"</u>	<u>7.55</u>	<u>5.30</u>
<u>2"</u>	<u>10.80</u>	<u>5.30</u>
<u>The commodity charge shall apply to all water used</u> <u>except for water used during a fire event</u>		

<u>2015 AND AFTER RATES</u>		
<u>Meter Size</u> <u>(inches)</u>	<u>Fixed Monthly</u> <u>Charge</u>	<u>Commodity Charge</u> <u>(per 100 CF)</u>
<u>5/8" x 3/4" and 3/4"</u>	<u>\$ 3.80</u>	<u>\$ 5.10</u>
<u>1"</u>	<u>4.60</u>	<u>5.10</u>
<u>1 1/2"</u>	<u>7.25</u>	<u>5.10</u>
<u>2"</u>	<u>10.40</u>	<u>5.10</u>
<u>The commodity charge shall apply to all water used</u> <u>except for water used during a fire event</u>		

2. NOVELTY HILL SERVICE AREA

a. Single-Family Residential

<u>2017 RATES</u>					
<u>Meter Size</u> <u>(inches)</u>	<u>Fixed</u> <u>Monthly</u> <u>Charge</u>	<u>Commodity</u> <u>Charge (per 100 CF per</u> <u>month)</u>			
		<u>0-4.00</u>	<u>4.01-9.00</u>	<u>9.01-</u> <u>16.00</u>	<u>16.01 and</u> <u>over</u>
<u>5/8" x 3/4"</u> <u>and 3/4"</u>	<u>\$19.55</u>	<u>\$3.24</u>	<u>\$6.48</u>	<u>\$9.72</u>	<u>\$12.96</u>
<u>1"</u>	<u>25.65</u>	<u>3.24</u>	<u>6.48</u>	<u>9.72</u>	<u>12.96</u>
<u>1 1/2"</u>	<u>31.75</u>	<u>3.24</u>	<u>6.48</u>	<u>9.72</u>	<u>12.96</u>
<u>2"</u>	<u>48.70</u>	<u>3.24</u>	<u>6.48</u>	<u>9.72</u>	<u>12.96</u>

<u>2018 AND AFTER RATES</u>					
<u>Meter Size</u> <u>(inches)</u>	<u>Fixed</u> <u>Monthly</u> <u>Charge</u>	<u>Commodity</u> <u>Charge (per 100 CF per</u> <u>month)</u>			
		<u>0-4.00</u>	<u>4.01-9.00</u>	<u>9.01-</u> <u>16.00</u>	<u>16.01 and</u> <u>over</u>
<u>5/8" x 3/4"</u> <u>and 1"</u>	<u>\$21.15</u>	<u>\$3.50</u>	<u>\$7.00</u>	<u>\$10.50</u>	<u>\$14.00</u>
<u>1"</u>	<u>24.90</u>	<u>3.50</u>	<u>7.00</u>	<u>10.50</u>	<u>14.00</u>
<u>1 1/2"</u>	<u>34.30</u>	<u>3.50</u>	<u>7.00</u>	<u>10.50</u>	<u>14.00</u>
<u>2"</u>	<u>52.60</u>	<u>3.50</u>	<u>7.00</u>	<u>10.50</u>	<u>14.00</u>

<u>2015 RATES</u>					
<u>Meter Size</u> <u>(inches)</u>	<u>Fixed</u> <u>Monthly</u> <u>Charge</u>	<u>Commodity</u> <u>Charge (per 100 CF per</u> <u>month)</u>			
		<u>0-4.00</u>	<u>4.01-9.00</u>	<u>9.01-</u> <u>16.00</u>	<u>16.01 and</u> <u>over</u>
<u>5/8" x 3/4"</u> <u>and 1"</u>	<u>\$17.55</u>	<u>\$2.90</u>	<u>\$5.80</u>	<u>\$8.70</u>	<u>\$11.60</u>
<u>1"</u>	<u>23.05</u>	<u>2.90</u>	<u>5.80</u>	<u>8.70</u>	<u>11.60</u>
<u>1 1/2"</u>	<u>28.55</u>	<u>2.90</u>	<u>5.80</u>	<u>8.70</u>	<u>11.60</u>
<u>2"</u>	<u>43.80</u>	<u>2.90</u>	<u>5.80</u>	<u>8.70</u>	<u>11.60</u>

<u>2016 AND AFTER RATES</u>					
<u>Meter Size</u> <u>(inches)</u>	<u>Fixed</u> <u>Monthly</u> <u>Charge</u>	<u>Commodity</u> <u>Charge (per 100 CF per</u> <u>month)</u>			
		<u>0-4.00</u>	<u>4.01-9.00</u>	<u>9.01-</u> <u>16.00</u>	<u>16.01 and</u> <u>over</u>
<u>5/8" x 3/4"</u> <u>and 1"</u>	<u>\$18.10</u>	<u>\$3.00</u>	<u>\$6.00</u>	<u>\$9.00</u>	<u>\$12.00</u>
<u>1"</u>	<u>23.75</u>	<u>3.00</u>	<u>6.00</u>	<u>9.00</u>	<u>12.00</u>
<u>1 1/2"</u>	<u>29.40</u>	<u>3.00</u>	<u>6.00</u>	<u>9.00</u>	<u>12.00</u>
<u>2"</u>	<u>45.10</u>	<u>3.00</u>	<u>6.00</u>	<u>9.00</u>	<u>12.00</u>

b. Multi-Family Residential

<b>2017 RATES</b>			
<u>Meter Size</u> <u>(inches)</u>	<u>Fixed Monthly</u> <u>Charge</u>	<u>Commodity Charge</u> <u>(per 100 CF)</u>	
		<u>Winter</u>	<u>Summer</u>
<u>5/8" x 3/4" and</u>	<u>\$24.00</u>	<u>\$3.05</u>	<u>\$4.42</u>
<u>3/4"</u>			
<u>1"</u>	<u>47.05</u>	<u>3.05</u>	<u>4.42</u>
<u>1 1/2"</u>	<u>85.45</u>	<u>3.05</u>	<u>4.42</u>
<u>2"</u>	<u>132.00</u>	<u>3.05</u>	<u>4.42</u>
<u>3"</u>	<u>256.00</u>	<u>3.05</u>	<u>4.42</u>
<u>4"</u>	<u>394.00</u>	<u>3.05</u>	<u>4.42</u>
<u>6"</u>	<u>778.00</u>	<u>3.05</u>	<u>4.42</u>
<u>8"</u>	<u>1,240.00</u>	<u>3.05</u>	<u>4.42</u>

<b>2018 AND AFTER RATES</b>			
<u>Meter Size</u> <u>(inches)</u>	<u>Fixed Monthly</u> <u>Charge</u>	<u>Commodity Charge</u> <u>(per 100 CF)</u>	
		<u>Winter</u>	<u>Summer</u>
<u>5/8" x 3/4" and</u>	<u>\$25.95</u>	<u>\$3.30</u>	<u>\$4.77</u>
<u>3/4"</u>			
<u>1"</u>	<u>50.80</u>	<u>3.30</u>	<u>4.77</u>
<u>1 1/2"</u>	<u>92.30</u>	<u>3.30</u>	<u>4.77</u>
<u>2"</u>	<u>143.00</u>	<u>3.30</u>	<u>4.77</u>
<u>3"</u>	<u>276.00</u>	<u>3.30</u>	<u>4.77</u>
<u>4"</u>	<u>426.00</u>	<u>3.30</u>	<u>4.77</u>
<u>6"</u>	<u>840.00</u>	<u>3.30</u>	<u>4.77</u>
<u>8"</u>	<u>1,340.00</u>	<u>3.30</u>	<u>4.77</u>

<b>2015 RATES</b>			
<u>Meter Size</u> <u>(inches)</u>	<u>Fixed Monthly</u> <u>Charge</u>	<u>Commodity Charge</u> <u>(per 100 CF)</u>	
		<u>Winter</u>	<u>Summer</u>
<u>5/8" x 3/4" and</u>	<u>\$21.55</u>	<u>\$2.73</u>	<u>\$3.97</u>
<u>3/4"</u>			
<u>1"</u>	<u>42.25</u>	<u>2.73</u>	<u>3.97</u>
<u>1 1/2"</u>	<u>76.80</u>	<u>2.73</u>	<u>3.97</u>
<u>2"</u>	<u>118.45</u>	<u>2.73</u>	<u>3.97</u>
<u>3"</u>	<u>230.00</u>	<u>2.73</u>	<u>3.97</u>
<u>4"</u>	<u>354.00</u>	<u>2.73</u>	<u>3.97</u>
<u>6"</u>	<u>699.00</u>	<u>2.73</u>	<u>3.97</u>

8"	1,114.00	2.73	3.97
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<del>2016 AND AFTER RATES</del>			
<del>Meter Size (inches)</del>	<del>Fixed Monthly Charge</del>	<del>Commodity Charge (per 100 CF)</del>	
		<del>Winter</del>	<del>Summer</del>
<del>5/8" x 3/4" and 3/4"</del>	<del>\$22.20</del>	<del>\$2.82</del>	<del>\$4.09</del>
<del>1"</del>	<del>43.55</del>	<del>2.82</del>	<del>4.09</del>
<del>1 1/2"</del>	<del>79.10</del>	<del>2.82</del>	<del>4.09</del>
<del>2"</del>	<del>122.00</del>	<del>2.82</del>	<del>4.09</del>
<del>3"</del>	<del>237.00</del>	<del>2.82</del>	<del>4.09</del>
<del>4"</del>	<del>365.00</del>	<del>2.82</del>	<del>4.09</del>
<del>6"</del>	<del>720.00</del>	<del>2.82</del>	<del>4.09</del>
<del>8"</del>	<del>1,148.00</del>	<del>2.82</del>	<del>4.09</del>

c. Commercial

<u>2017 RATES</u>			
<u>Meter Size (inches)</u>	<u>Fixed Monthly Charge</u>	<u>Commodity Charge (per 100 CF)</u>	
		<u>Winter</u>	<u>Summer</u>
<u>5/8" x 3/4" &amp; 3/4"</u>	<u>\$24.00</u>	<u>\$3.05</u>	<u>\$4.42</u>
<u>1"</u>	<u>47.05</u>	<u>3.05</u>	<u>4.42</u>
<u>1 1/2"</u>	<u>85.45</u>	<u>3.05</u>	<u>4.42</u>
<u>2"</u>	<u>132.00</u>	<u>3.05</u>	<u>4.42</u>
<u>3"</u>	<u>256.00</u>	<u>3.05</u>	<u>4.42</u>
<u>4"</u>	<u>394.00</u>	<u>3.05</u>	<u>4.42</u>
<u>6"</u>	<u>778.00</u>	<u>3.05</u>	<u>4.42</u>
<u>8"</u>	<u>1,240.00</u>	<u>3.05</u>	<u>4.42</u>

<u>2018 AND AFTER RATES</u>			
<u>Meter Size</u> <u>(inches)</u>	<u>Fixed Monthly</u> <u>Charge</u>	<u>Commodity Charge</u> <u>(per 100 CF)</u>	
		<u>Winter</u>	<u>Summer</u>
<u>5/8" x 3/4" and</u>	<u>\$25.95</u>	<u>\$3.30</u>	<u>\$4.77</u>
<u>3/4"</u>			
<u>1"</u>	<u>50.80</u>	<u>3.30</u>	<u>4.77</u>
<u>1 1/2"</u>	<u>92.30</u>	<u>3.30</u>	<u>4.77</u>
<u>2"</u>	<u>143.00</u>	<u>3.30</u>	<u>4.77</u>
<u>3"</u>	<u>276.00</u>	<u>3.30</u>	<u>4.77</u>
<u>4"</u>	<u>426.00</u>	<u>3.30</u>	<u>4.77</u>
<u>6"</u>	<u>840.00</u>	<u>3.30</u>	<u>4.77</u>
<u>8"</u>	<u>1,340.00</u>	<u>3.30</u>	<u>4.77</u>

<u>2015 RATES</u>			
<u>Meter Size</u> <u>(inches)</u>	<u>Fixed Monthly</u> <u>Charge</u>	<u>Commodity Charge</u> <u>(per 100 CF)</u>	
		<u>Winter</u>	<u>Summer</u>
<u>5/8" x 3/4" &amp; 3/4"</u>	<u>\$21.55</u>	<u>\$2.73</u>	<u>\$3.97</u>
<u>1"</u>	<u>42.25</u>	<u>2.73</u>	<u>3.97</u>
<u>1 1/2"</u>	<u>76.80</u>	<u>2.73</u>	<u>3.97</u>
<u>2"</u>	<u>118.45</u>	<u>2.73</u>	<u>3.97</u>
<u>3"</u>	<u>230.00</u>	<u>2.73</u>	<u>3.97</u>
<u>4"</u>	<u>354.00</u>	<u>2.73</u>	<u>3.97</u>
<u>6"</u>	<u>699.00</u>	<u>2.73</u>	<u>3.97</u>
<u>8"</u>	<u>1,114.00</u>	<u>2.73</u>	<u>3.97</u>

<u>2016 AND AFTER RATES</u>			
<u>Meter Size</u> <u>(inches)</u>	<u>Fixed Monthly</u> <u>Charge</u>	<u>Commodity Charge</u> <u>(per 100 CF)</u>	
		<u>Winter</u>	<u>Summer</u>
<u>5/8" x 3/4" and</u>	<u>\$22.20</u>	<u>\$2.82</u>	<u>\$4.09</u>
<u>3/4"</u>			
<u>1"</u>	<u>43.55</u>	<u>2.82</u>	<u>4.09</u>
<u>1 1/2"</u>	<u>79.10</u>	<u>2.82</u>	<u>4.09</u>
<u>2"</u>	<u>122.00</u>	<u>2.82</u>	<u>4.09</u>
<u>3"</u>	<u>237.00</u>	<u>2.82</u>	<u>4.09</u>
<u>4"</u>	<u>365.00</u>	<u>2.82</u>	<u>4.09</u>
<u>6"</u>	<u>720.00</u>	<u>2.82</u>	<u>4.09</u>
<u>8"</u>	<u>1,148.00</u>	<u>2.82</u>	<u>4.09</u>

d. Irrigation and Cooling Tower

<u>2017 RATES</u>			
<u>Meter Size</u> <u>(inches)</u>	<u>Fixed Monthly Charge</u>		<u>Commodity Charge</u> <u>(per 100 CF)</u>
	<u>Water Only</u> <u>Meter</u>	<u>Exempt Meter</u>	
<u>5/8" x 3/4" &amp; 3/4"</u>	<u>\$24.00</u>	<u>\$0.00</u>	<u>\$ 11.99</u>
<u>1"</u>	<u>47.05</u>	<u>0.00</u>	<u>11.99</u>
<u>1 1/2"</u>	<u>85.45</u>	<u>0.00</u>	<u>11.99</u>
<u>2"</u>	<u>132.00</u>	<u>0.00</u>	<u>11.99</u>
<u>3"</u>	<u>256.00</u>	<u>0.00</u>	<u>11.99</u>
<u>4"</u>	<u>394.00</u>	<u>0.00</u>	<u>11.99</u>
<u>6"</u>	<u>778.00</u>	<u>0.00</u>	<u>11.99</u>
<u>8"</u>	<u>1,240.00</u>	<u>0.00</u>	<u>11.99</u>

<u>2018 AND AFTER RATES</u>			
<u>Meter Size</u> <u>(inches)</u>	<u>Fixed Monthly Charge</u>		<u>Commodity Charge</u> <u>(per 100 CF)</u>
	<u>Water Only</u> <u>Meter</u>	<u>Exempt Meter</u>	
<u>5/8" x 3/4" and 3/4"</u>	<u>\$25.95</u>	<u>\$0.00</u>	<u>\$12.95</u>
<u>1"</u>	<u>50.80</u>	<u>0.00</u>	<u>12.95</u>
<u>1 1/2"</u>	<u>92.30</u>	<u>0.00</u>	<u>12.95</u>
<u>2"</u>	<u>143.00</u>	<u>0.00</u>	<u>12.95</u>
<u>3"</u>	<u>276.00</u>	<u>0.00</u>	<u>12.95</u>
<u>4"</u>	<u>426.00</u>	<u>0.00</u>	<u>12.95</u>
<u>6"</u>	<u>840.00</u>	<u>0.00</u>	<u>12.95</u>
<u>8"</u>	<u>1,340.00</u>	<u>0.00</u>	<u>12.95</u>

<u>2015 RATES</u>			
<u>Meter Size</u> <u>(inches)</u>	<u>Fixed Monthly Charge</u>		<u>Commodity Charge</u> <u>(per 100 CF)</u>
	<u>Water Only</u> <u>Meter</u>	<u>Exempt Meter</u>	
<u>5/8" x 3/4" &amp; 3/4"</u>	<u>\$21.55</u>	<u>\$0.00</u>	<u>\$ 10.76</u>
<u>1"</u>	<u>42.25</u>	<u>0.00</u>	<u>10.76</u>
<u>1 1/2"</u>	<u>76.80</u>	<u>0.00</u>	<u>10.76</u>
<u>2"</u>	<u>118.45</u>	<u>0.00</u>	<u>10.76</u>
<u>3"</u>	<u>230.00</u>	<u>0.00</u>	<u>10.76</u>
<u>4"</u>	<u>354.00</u>	<u>0.00</u>	<u>10.76</u>
<u>6"</u>	<u>699.00</u>	<u>0.00</u>	<u>10.76</u>
<u>8"</u>	<u>1,114.00</u>	<u>0.00</u>	<u>10.76</u>



<del>2016 AND AFTER RATES</del>			
<del>Meter Size (inches)</del>	<del>Fixed Monthly Charge</del>		<del>Commodity Charge (per 100 CF)</del>
	<del>Water Only Meter</del>	<del>Exempt Meter</del>	
<del>5/8" x 3/4" and 3/4"</del>	<del>\$22.20</del>	<del>\$0.00</del>	<del>\$11.10</del>
<del>1"</del>	<del>43.55</del>	<del>0.00</del>	<del>-11.10</del>
<del>1 1/2"</del>	<del>79.10</del>	<del>0.00</del>	<del>-11.10</del>
<del>2"</del>	<del>122.00</del>	<del>0.00</del>	<del>-11.10</del>
<del>3"</del>	<del>237.00</del>	<del>0.00</del>	<del>-11.10</del>
<del>4"</del>	<del>365.00</del>	<del>0.00</del>	<del>-11.10</del>
<del>6"</del>	<del>720.00</del>	<del>0.00</del>	<del>-11.10</del>
<del>8"</del>	<del>1,148.00</del>	<del>0.00</del>	<del>-11.10</del>

e. Fire Sprinkler - Single Family Residential

<b>2017 AND AFTER RATES</b>		
<b><u>Meter Size (inches)</u></b>	<b><u>Fixed Monthly Charge</u></b>	<b><u>Commodity Charge (per 100 CF)</u></b>
<b><u>5/8" x 3/4" and 3/4"</u></b>	<b><u>\$5.85</u></b>	<b><u>\$10.15</u></b>
<b><u>1"</u></b>	<b><u>6.95</u></b>	<b><u>10.15</u></b>
<b><u>1 1/2"</u></b>	<b><u>11.10</u></b>	<b><u>10.15</u></b>
<b><u>2"</u></b>	<b><u>16.20</u></b>	<b><u>10.15</u></b>
<b><u>The commodity charge shall apply to all water used except for water used during a fire event</u></b>		

<del>2015 AND AFTER RATES</del>		
<del>Meter Size (inches)</del>	<del>Fixed Monthly Charge</del>	<del>Commodity Charge (per 100 CF)</del>
<del>5/8" x 3/4" and 3/4"</del>	<del>\$5.00</del>	<del>\$8.70</del>
<del>1"</del>	<del>5.95</del>	<del>-8.70</del>
<del>1 1/2"</del>	<del>9.50</del>	<del>-8.70</del>
<del>2"</del>	<del>13.90</del>	<del>-8.70</del>
<del>The commodity charge shall apply to all water used except for water used during a fire event</del>		

Section 3.      Amendment of Section.      RMC    13.16.030,

Hydrant use charges, is hereby amended to read as follows:

A.    Deposits shall be required for all Hydrant  
Use Permits.

B.    Hydrant Use Permit charges include daily and  
monthly fees and commodity charges when metered in  
accordance with the following schedule.

1.    REDMOND SERVICE AREA

	<u>Type "A"</u>	<u>Type "B"</u>	<u>Type "C"</u>
<u>Deposit</u>	<u>\$500.00</u>	<u>\$1250.00</u>	<u>\$1000.00</u>
<u>Monthly Administrative Fee</u>	<u>52.00</u>	<u>52.00</u>	<u>52.00</u>
<u>Daily Fee</u>	<u>8.85</u>	<u>33.30</u>	<u>3.00</u>
<u>Commodity Charge (per 100 CF)</u>			
<u>2017 Rate</u>	<u>0.00</u>	<u>0.00</u>	<u>6.43</u>
<u>2018 and After Rate</u>	<u>0.00</u>	<u>0.00</u>	<u>6.56</u>

	<u>Type "A"</u>	<u>Type "B"</u>	<u>Type "C"</u>
<u>Deposit</u>	<u>\$500.00</u>	<u>\$750.00</u>	<u>\$1000.00</u>
<u>Monthly Administrative Fee</u>	<u>50.00</u>	<u>50.00</u>	<u>50.00</u>
<u>Daily Fee</u>	<u>8.50</u>	<u>32.00</u>	<u>2.85</u>
<u>Commodity Charge (per 100 CF)</u>			
<u>2015 Rate</u>	<u>0.00</u>	<u>0.00</u>	<u>6.10</u>
<u>2016 and After Rate</u>	<u>0.00</u>	<u>0.00</u>	<u>6.30</u>

## 2. NOVELTY HILL SERVICE AREA

	<u>Type "A"</u>	<u>Type "B"</u>	<u>Type "C"</u>
<u>Deposit</u>	<u>\$1000.00</u>	<u>\$1500.00</u>	<u>\$1500.00</u>
<u>Monthly Administrative Fee</u>	<u>75.80</u>	<u>75.80</u>	<u>75.80</u>
<u>Daily Fee</u>	<u>13.70</u>	<u>48.05</u>	<u>4.10</u>
<u>Commodity Charge (per 100 CF)</u>			
<u>2017 Rate</u>	<u>0.00</u>	<u>0.00</u>	<u>11.99</u>
<u>2018 and After Rate</u>	<u>0.00</u>	<u>0.00</u>	<u>12.95</u>

	<u>Type "A"</u>	<u>Type "B"</u>	<u>Type "C"</u>
<u>Deposit</u>	<u>\$1000.00</u>	<u>\$1250.00</u>	<u>\$1500.00</u>
<u>Monthly Administrative Fee</u>	<u>65.00</u>	<u>65.00</u>	<u>65.00</u>
<u>Daily Fee</u>	<u>11.75</u>	<u>41.20</u>	<u>3.50</u>
<u>Commodity Charge (per 100 CF)</u>			
<u>2013 Rate</u>	<u>0.00</u>	<u>0.00</u>	<u>10.76</u>
<u>2014 and After Rate</u>	<u>0.00</u>	<u>0.00</u>	<u>11.10</u>

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 5.      Effective Date.      This ordinance shall take effect and be in full force five days after its passage and publication of a summary or as otherwise provided by law except that:

- Rates designated 2017 rates as set forth in Section 2 and Section 3 shall be charged for all service that a billing statement is prepared and mailed to the customer on or after January 1, 2017.
- Rates designated 2018 and after rates as set forth in Section 2 and Section 3 shall be charged for all service that a billing statement is prepared and mailed to the customer on or after January 1, 2018.
- Rates not designated as 2017 or 2018 rates as set forth in Section 2 and Section 3 shall be charged for all service that a billing statement is prepared and mailed to the customer on or after January 1, 2017.
- The rates currently in effect shall continue in effect until the 2017 rates become effective as provided above.

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of  
\_\_\_\_\_, 2016.

CITY OF REDMOND

\_\_\_\_\_  
JOHN MARCHIONE, MAYOR

ATTEST:

\_\_\_\_\_  
MICHELLE M. HART, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

\_\_\_\_\_  
JAMES HANEY, CITY ATTORNEY

I. FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.

**ATTACHMENT D**

CODE

**CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING RMC 13.18, "STORMWATER  
MANAGEMENT UTILITY," MODIFYING THE CODE TO  
SIMPLY HOW STORMWATER RATES ARE CALCULATED,  
TO MODERNIZE RATE CREDITS, AND TO MAKE THE  
STORMWATER RATE FAIR WITHOUT INCREASING  
TOTAL UTILITY RATE REVENUES

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WHEREAS, the City of Redmond needs a stormwater utility to  
protect the public from pollution and flooding caused by  
stormwater; and

WHEREAS, the City of Redmond needs a stormwater utility to  
protect and restore water resources from degradation caused by  
stormwater; and

WHEREAS, the structure of Redmond's stormwater utility rate  
and credits needed updating to better align the credits given to  
rate payers with the impacts they create on city owned/operated  
stormwater infrastructure and natural resources; and

WHEREAS, the City of Redmond stormwater utility rate and  
credits needed updating to clarify how and when credits apply.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND,  
WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1.      Classification.      This ordinance is of a general and permanent nature and shall become a part of the City Code.

Section 2.      Amendment of Chapter.      RMC 13.18, "Stormwater Management Utility," is hereby amended to read as follows:

Chapter 13.18  
STORMWATER MANAGEMENT UTILITY

Sections:

- 13.18.010 Stormwater management utility created - Responsibilities.
- 13.18.020 Administrator of utility.
- 13.18.030 Ownership of city stormwater facilities and assets.
- 13.18.040 Rates and charges - Definitions.
- 13.18.050 System of charges.
- 13.18.060 Rate adjustment.
- 13.18.070 Authority to promulgate rules.
- 13.18.080 Repealed.

**13.18.010 Stormwater management utility created - Responsibilities.**

There is created and established pursuant to Chapters 35A.80 and 35.67 RCW a storm and surface water utility to be known as the "Redmond Stormwater Management Utility." All references to "the utility" in this chapter refer to the Redmond Stormwater Management Utility. The utility will have primary

authority and responsibility for carrying out the city's comprehensive drainage and storm sewer plan, including responsibilities for planning, design, construction, maintenance, administration, and operation of all city storm and surface water facilities, as well as establishing standards for design, construction, and maintenance of improvements on private property where these may affect storm and surface water management.

**13.18.020 Administrator of utility.**

The Director of Public Works shall be ex officio administrator of the utility.

**13.18.030 Ownership of city stormwater facilities and assets.**

Title and all other incidents of ownership of the following assets are vested in the utility: All properties, interests, and physical and intangible rights of every nature owned or held by the city, however acquired, insofar as they relate to or concern storm or surface water sewage, further including, without limitation, all properties, interests, and rights acquired by adverse possession or by prescription, directly or through another, in and to the drainage or storage, or both, of storm or surface



waters, or both, through, under, or over lands, watercourses, sloughs, streams, ponds, lakes, and swamps, all beginning in each instance, at a point where storm or surface waters first enter the storm and surface water system of the city and ending in each instance at a point where the storm or surface waters exit from the storm and surface water system of the city, and in width to the full extent of inundation caused by storm or flood conditions, together with all funds on deposit in the city storm drainage construction fund and future revenues of said fund.

#### **13.18.040 Rates and charges - Definitions.**

As used in this chapter, the following terms have the meanings set forth below:

**(A)** ~~[A.]~~ "Developed parcel" means a parcel of real property which has been altered by grading or filling of the ground surface, or by construction of any improvement or other impervious surface area which affects the hydraulic properties of the parcel.

**(B)** ~~[B.]~~ "Impervious surface" means those hard surfaced areas which either prevent or retard the entry of water into the soil in the manner that such water entered the soil under natural conditions

preexisting any development on the property, and/or those hard surfaced areas which cause water to run off the surface in greater quantities or at an increased rate of flow from that present under natural conditions preexisting any development on the property, including, but not limited to, such surfaces as rooftops, 'green roofs', asphalt or concrete sidewalks, paving, driveways, parking lots, walkways, patio areas, storage areas, and gravel, oiled macadam, pervious asphalt or concrete, or other surfaces which similarly affect the natural infiltration or runoff patterns existing prior to development.

(C) ~~(C-)~~ "Impervious unit" means a configuration or conglomeration of impervious surface estimated to contribute an amount of runoff to the city's stormwater management system which is approximately equal to that created by the average single-family residential parcel. One impervious unit (IU) is equivalent to two thousand square feet of impervious surface area. For purposes of computation of rates and charges, impervious units are truncated to the nearest tenth.

(D) ~~(D-)~~ "Parcel" means the smallest separately segregated unit or plot of land having an identified

owner, boundaries and surface area which constitutes a separate lot or tract capable of being conveyed without further subdivision.

**(E)** ~~[E.]~~ "Single-family parcel" means a parcel which has been actually developed with a single-family residence.

**(F)** ~~[F.]~~ "Undeveloped parcel" means any parcel of real property which has not been altered by grading or filling of the ground surface, or by construction of any improvement or other impervious surface area which affects the hydraulic properties of the parcel.

~~[G. "ON-SITE INFILTRATION," FOR PURPOSES OF THIS CHAPTER, IS A METHOD OF STORMWATER MANAGEMENT IN WHICH ALL OF THE FOLLOWING ARE MET:~~

~~1. RAINFALL AND RUNOFF REACHING THE SITE ARE PERCOLATED INTO THE GROUND WITHIN THE SITE; AND~~

~~2. THE COLLECTION AND PERCOLATION OF THE RAINFALL AND RUNOFF IS ACHIEVED BY FACILITIES WHICH ARE IN CONFORMANCE WITH WRITTEN ENGINEERING ANALYSIS AND PLANS, BOTH OF WHICH HAVE BEEN APPROVED BY THE CITY; AND~~

~~3. MAINTENANCE, REPAIR AND RECONSTRUCTION OF ALL PARTS OF FACILITIES FOR COLLECTING THE RAINFALL AND RUNOFF AND ACHIEVING ITS PERCOLATION INTO THE GROUND~~

~~ARE THE RESPONSIBILITY OF AND ARE MAINTAINED TO DESIGN LEVELS BY THE PROPERTY OWNER(S).]~~

(H) [~~H.~~] "Other developed parcel" means any developed parcel not defined as a single-family parcel in subsection (E) of this section, including duplexes and rights-of-way.

#### **13.18.050 System of charges.**

The following monthly service charges are established for all parcels of real property within the boundaries of the city, as they now exist or as they may be hereafter amended, for the purpose of carrying on the responsibilities of the stormwater management utility:

(A) [~~A.~~] Undeveloped Parcels. Undeveloped parcels shall not be charged.

(B) [~~B.~~] Single-Family Parcels. The monthly service charge for each single-family parcel shall be \$16.56 per month, which shall hereafter be referred to as the "base rate."

(C) [~~C.~~] Other Developed Parcels. The monthly service charge for all other developed parcels, including city-owned properties and rights-of-way, shall be computed by multiplying the base rate times the number of impervious units applicable to the

parcel times the rate adjustment for the parcel as determined under Section 13.18.060. This formula is expressed mathematically as follows:

$$\text{Charge} = \text{Base Rate} \times \text{IUs} \times \text{Rate Adjustment}$$

**(D)** ~~[(D)]~~ Minimum Charge. Notwithstanding the number of impervious units applicable to any individual property, there shall be a minimum monthly service charge for all developed properties equal to the base rate.

#### **13.18.060 Rate adjustment.**

**(A)** ~~[(A)]~~ Generally. The rate adjustment used to compute the monthly service charge for parcels ~~[WITHOUT ON-SITE INFILTRATION]~~ shall be determined by taking the coverage factors set forth in subsection (B) of this section and adding or subtracting any applicable water quality and quantity ~~[FACTORS]~~ **credits**, and any special program adjustment, as determined under subsections (C) and (D) of this section. ~~[THE RATE ADJUSTMENT USED TO DETERMINE THE MONTHLY SERVICE CHARGE FOR PARCELS WITH ON-SITE INFILTRATION SHALL BE AS SET FORTH IN SUBSECTIONS (D) AND (F) OF THIS SECTION.]~~ Parcels served by multiple water quality or quantity facilities will have the

rate adjustment calculated based on the percentage of area treated by each facility.

**(B)** ~~[B.]~~ Coverage Factor.

For Impervious Surface  
Expressed as a Percentage of  
Total Parcel Area Over Rate Adjustment  
Is

30%	+ 1.10
40%	+ 1.20
50%	+ 1.30
60%	+ 1.40
70%	+ 1.50
80%	+ 1.60
90%	+ 1.70

**Portions of a parcel receiving an infiltration or dispersion credit shall receive a coverage factor of 1. The remainder of the parcel will receive a coverage factor based on the entire parcel.**

**(C)** ~~[C.]~~ Water Quantity and Quality ~~[FACTORS]~~

**Credits:**

**(1)** ~~[1.]~~ Quantity ~~[FACTORS]~~ **Credits:**

	<del>[DESIGN STORM]</del>			
<del>[FACILITY TYPE]</del>	<del>&lt;10 YEAR</del>	<del>10 YEAR</del>	<del>25 YEAR</del>	<del>100 YEAR</del>
<del>ON SITE RETENTION</del>	0	0.25	0.30	0.35
<del>ON SITE DETENTION</del>	0	0.15	0.20	0.25
<del>DIRECT DISCHARGE</del>	0	0.25	0.30	0.35

REGIONAL FACILITY DETENTION*	0	0.08	0.10	0.13]
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~~[\*THE REGIONAL FACILITY CREDIT IS AVAILABLE ONLY AFTER PAYMENT OF THE APPLICABLE SUB BASIN CAPITAL FACILITY CHARGE.]~~

	<u>Description</u>	<u>Examples</u>	<u>Credit</u>
<u>High Performance</u>	<u>Designed systems that prevent the majority of runoff from leaving the site.</u>	<ul style="list-style-type: none"> <li>• <u>Rainwater Harvesting and Reuse</u></li> <li>• <u>Full infiltration or dispersion</u></li> <li>• <u>LID Performance Standard + Flow Control</u></li> </ul>	<u>-0.4</u>
<u>Full Control</u>	<u>Designed systems that control the majority of runoff from the site.</u>	<ul style="list-style-type: none"> <li>• <u>Detention (2001 Standard)</u></li> <li>• <u>Private Direct Discharge</u></li> <li>• <u>Infiltration (91% annual runoff volume)</u></li> </ul>	<u>-0.2</u>
<u>Partial Control</u>	<u>Designed systems that partially control the runoff from the site.</u>	<ul style="list-style-type: none"> <li>• <u>Detention (1992 Standard)</u></li> <li>• <u>Rainwater Harvesting (State Definition)</u></li> </ul>	<u>-0.1</u>
<u>Other Control</u>	<u>Designed systems that reduce or control runoff in some manner but do not meet the criteria above. Typically older systems.</u>	<ul style="list-style-type: none"> <li>• <u>Other designed flow control</u></li> <li>• <u>Other designed infiltration</u></li> <li>• <u>LID Performance Standard</u></li> </ul>	<u>-0.05</u>

**(2)** ~~[2.]~~ Quality ~~[FACTORS]~~ Credits:

	<u>[DESIGN STORM]</u>			
<u>[FACILITY TYPE]</u>	<u>&lt;10 YEAR</u>	<u>10 YEAR</u>	<u>25 YEAR</u>	<u>100 YEAR</u>
<u>NO STANDARD OR SPECIAL MEASURES</u>	<u>+0.20</u>	<u>+0.20</u>	<u>+0.20</u>	<u>+0.20</u>

STANDARD FLOATABLES SEPARATOR	0	0	0	0
SPECIAL MEASURES	-0.20	-0.25	-0.30	-0.35
REGIONAL FACILITY WATER QUALITY*	-0.10	-0.13	-0.15	-0.18]

~~[\* THE REGIONAL FACILITY CREDIT IS AVAILABLE ONLY  
AFTER PAYMENT OF THE APPLICABLE SUB BASIN CAPTIAL FACILITY  
CHARGE.]~~

	<u>Description</u>	<u>Examples</u>	<u>Credit</u>
<u>Advanced</u>	<u>Designed system that separates runoff from non-pollution generating surfaces.</u>	<u>Infiltration of non-pollution generating surfaces</u> <u>Rainwater Harvesting and Reuse</u>	<u>-.2</u>
<u>Enhanced</u>	<u>Designed system that removes sediment, metals, and/or phosphorus to current ecology standard.</u>	<u>Enhanced Treatment</u>	<u>-.15</u>
<u>Basic</u>	<u>Designed system that removes sediment to current ecology standard.</u>	<u>Basic Treatment</u>	<u>-.1</u>
<u>Other Treatment</u>	<u>Designed systems that improve or monitor water quality in some manner but do not meet the criteria above.</u>	<u>State or City Required Monitoring</u> <u>Oil/Water Separator</u> <u>Other designed water quality</u>	<u>-.05</u>

(D) ~~[-]~~ Special Programs. Adjustments for special programs may be determined on a case-by-case contractual basis upon approval by the City Council.  
~~[UNDER THIS PROVISION THE ROOF AREA OF COMMERCIAL BUILDINGS ON "OTHER DEVELOPED" PARCELS MAY RECEIVE A~~



~~10% DISCOUNT ON THE FINAL STORMWATER RATE FOR UTILIZING A PROPERLY SIZED PERMISSIVE RAINWATER HARVESTING SYSTEM, AS ALLOWED BY CITY AND STATE REGULATIONS.]~~

**(E)** ~~[E.]~~ Because developed city rights-of-way provide surface drainage, access to the storm drain pipes and overflow routes for stormwater in many areas, such developed rights-of-way shall have a fixed single rate adjustment of ~~[0.5]~~ **0.3**, notwithstanding any other provision of this section.

~~[F. RATE ADJUSTMENT FOR ON SITE INFILTRATION. THE FOLLOWING RATE ADJUSTMENTS SHALL APPLY TO PARCELS WITH ON SITE INFILTRATION SYSTEMS.]~~

~~[BILLING PER IMPERVIOUS UNIT FOR PARCELS WITH ON SITE INFILTRATION]~~

~~[DESIGN STORM FREQUENCY]~~

<del>[COVERAGE]</del>				
PERCENT	<10 <del>YR.</del>	≥10 <del>YR.</del>	≥25 <del>YR.</del>	≥100 <del>YR.</del>
<30	1.00	0.50	0.40	0.30
≥30	1.10	0.59	0.49	0.39
≥40	1.20	0.62	0.52	0.42
≥50	1.30	0.65	0.55	0.45
≥60	1.40	0.69	0.59	0.49
≥70	1.50	0.72	0.62	0.52
≥80	1.60	0.75	0.65	0.55
≥90	1.70	0.79	0.69	0.59]

**(G)** ~~[G.]~~ The ~~[FACTORS]~~ **credits** set forth in this section shall apply only if the on-site ~~[OR-OTHER]~~ facilities for which a reduction in the rate adjustment is given met applicable ~~[CITY]~~ standards upon installation, received ~~[CITY]~~ approval of construction, and have been and are maintained and operated in accord with city standards applicable at the time of billing. In the event that the administrator of the utility determines that the operation and maintenance standards are not complied with, no reduction in the rate adjustment shall be made for water quantity, water quality, **or** special programs~~[, OR INFILTRATION]~~ for a minimum of one year and until operation and maintenance do meet city standards, whereupon the person being billed may reapply for system inspection and for application of the special programs, ~~[INFILTRATION,]~~ water quantity and/or quality credit**s** ~~[FACTOR]~~.

**(H)** ~~[H.]~~ Developed rights-of-way designated as state highways shall have a fixed single rate adjustment of 0.3, notwithstanding any other provision of this section.

### **13.18.070 Authority to promulgate rules.**

The administrator of the utility is authorized to promulgate rules and regulations governing the proration or other adaptation of rates to particular site circumstances and any other matters necessary to calculate or impose the service charges provided for in this chapter.

### **13.18.080 Billing and collection.**

Repealed by Ord. 2464.

Section 3.      Severability.      If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 5.      Effective date.      This ordinance shall become effective January 1, 2017.

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of  
\_\_\_\_\_, 2016.

CITY OF REDMOND

\_\_\_\_\_  
JOHN MARCHIONE, MAYOR

ATTEST:

\_\_\_\_\_  
MICHELLE M. HART, MMC, CITY CLERK (SEAL)

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

\_\_\_\_\_  
JAMES HANEY, CITY ATTORNEY

I. FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.

**ATTACHMENT E**

CODE

**CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING REDMOND MUNICIPAL CODE CHAPTER 3.10, SECTIONS 3.10.080 (B) - (D), FIRE IMPACT FEE SCHEDULE, PARK IMPACT FEE SCHEDULE AND SCHOOL IMPACT FEES, SECTION 3.10.100 (C), TRANSPORTATION IMPACT FEE SCHEDULE, IN ORDER TO INDEX THE FIRE, PARK, AND TRANSPORTATION IMPACT FEES FOR 2017; UPDATE THE SCHOOL IMPACT FEES FOR 2017; UPDATE THE TRANSPORTATION IMPACT FEES FOR CONSISTENCY WITH THE TRANSPORTATION FACILITIES PLAN; AMENDING SECTION 3.10.030, DEFINITIONS, TO PROVIDE FOR USE OF REDMOND ZONING CODE DEFINITIONS WHEN A LAND USE IS NOT SPECIFIED ON THE APPLICABLE FEE SCHEDULE; AND ADDING SECTION 3.10.210, INTERPRETATIONS, TO PROVIDE FOR ADMINISTRATIVE INTERPRETATIONS OF REDMOND MUNICIPAL CODE CHAPTER 3.10; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

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WHEREAS, through Ordinance No. 2810 adopted on December 1, 2015, the City indexed the fire, park, and transportation impact fees and updated the school impact fees for 2016; and

WHEREAS, Redmond Municipal Code Chapter 3.10 establishes the indexes and procedures that the City Council may apply annually to index or update Redmond's impact fees; and

WHEREAS, indexing or updating Redmond's impact fees annually allows the rates to keep pace with inflation; and

WHEREAS, the Board of Directors of the Lake Washington School District adopted the Six-Year Capital Facilities Plan 2016-2021 for the Lake Washington School District No. 414 on June 6, 2016; and

WHEREAS, the City of Redmond desires to apply the indexes for the fire, park, and transportation impact fees and the updates for the school impact fees for 2017 to maintain the purchasing power of these impact fees and to help provide the capital facilities necessary to serve growth in Redmond; and

WHEREAS, the Redmond City Council adopted Ordinance No. 2851 on November 15, 2016, to update the City's Transportation Master Plan to move three transportation projects from the Unfunded Buildout Plan chapter of the Transportation Master Plan to the Transportation Facilities Plan chapter of the Transportation Master Plan; and

WHEREAS, the amendment to the Transportation Facilities Plan provides the basis for a revision to transportation impact fees, exclusive of annual indexing for inflation; and

WHEREAS, Section 3 of Ordinance No. 2851 directed the Administration to develop a proposed Redmond Municipal Code amendment to implement the revisions to transportation impact fee rates that are associated with the amendment to the Transportation Facilities Plan; and

WHEREAS, providing for use of the Redmond Zoning Code definitions when a land use is not specified in the fee schedule and allowing for administrative interpretations provides for improved clarity and consistency in code administration.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1.     Classification. This ordinance is of a general and permanent nature and shall become a part of the City Code.

Section 2.     Amendment of Subsection. RMC 3.10.080(B), Fire Impact Fee Schedule, is hereby amended to read as follows:

**3.10.080 Calculation of park, fire, and school impact fees using adopted impact fee schedules.**

(B) Fire Impact Fee Schedule. The following fire impact fees shall be paid for each unit of use or development:

FIRE IMPACT FEES

Land Use	Units	Impact Fee That Shall Be Paid per Unit
Single-family residences	1 housing unit	<del>\$113.73</del> <u>\$115.90</u>
Mobile homes and detached single-family manufactured homes	1 housing unit	<del>\$135.84</del> <u>\$138.43</u>
Multi-family residences	1 housing unit	<del>\$192.10</del> <u>\$195.76</u>
Residential suites	1 residential suite	<del>\$96.05</del>

		<u>\$97.88</u>
Offices	1,000 square feet of gross floor area	<del>\$159.04</del> <u>\$162.07</u>
Retail trade	1,000 square feet of gross floor area	<del>\$183.33</del> <u>\$186.82</u>
Manufacturing	1,000 square feet of gross floor area	<del>\$18.78</del> <u>\$19.14</u>

Note 1: Land uses are defined in RMC 3.10.030, Definitions. Amendments to this fee schedule shall be adopted by the City Council by ordinance.

Note 2: Fire impact fees may be indexed to allow for a fee adjustment each January 1. The January 1 adjustment to the fire impact fees shall be determined by calculating changes in the Consumer Price Index over the three consecutive 12-month September 1 to August 31 time periods immediately prior to January 1, or the closest three consecutive 12-month time periods immediately prior to January 1.

Section 3.     Amendment of Subsection. RMC 3.10.080(C), Park Impact Fee Schedule, is hereby amended to read as follows:

**3.10.080 Calculation of park, fire, and school impact fees using adopted impact fee schedules.**

(C) Park Impact Fee Schedule. The following park impact fees shall be paid for each unit of use or development:



# **PARK IMPACT FEES**

<b>Land Use</b>	<b>Units</b>	<b>Impact Fee That Shall Be Paid per Unit</b>
Single-family residences (including mobile homes and detached single-family manufactured homes)	1 housing unit	<del>\$3,502.47</del> <u>\$3,574.23</u>
Multi-family residences	1 housing unit	<del>\$2,815.51</del> <u>\$2,873.20</u>
Residential suites	1 residential suite	<del>\$1,407.81</del> <u>\$1,436.65</u>
Offices	1,000 square feet of gross floor area	<del>\$1,191.97</del> <u>\$1,216.39</u>
Retail trade	1,000 square feet of gross floor area	<del>\$522.52</del> <u>\$533.23</u>
Manufacturing	1,000 square feet of gross floor area	<del>\$528.20</del> <u>\$539.02</u>

Note 1: Land uses are defined in RMC 3.10.030, Definitions. Amendments to this fee schedule shall be adopted by the City Council by ordinance.

Note 2: Park impact fees may be indexed to allow for a fee adjustment each January 1. The January 1 adjustment to the park impact fees shall be determined by calculating changes in the average of the Building Cost Index and the Construction Cost Index (published by the Engineering News Record) over the three consecutive 12-month September 1 to August 31 time periods immediately prior to January 1, or the closest three consecutive 12-month time periods immediately prior to January 1.

Section 4. Amendment of Subsection. RMC 3.10.080 (D),

School Impact Fees, is hereby amended to read as follows:

**3.10.080 Calculation of park, fire, and school impact fees using adopted impact fee schedules.**

(D) School Impact Fees. The following school impact fees shall be paid for each unit of use or development; provided, that such impact fees shall be imposed only so long as the City of Redmond and the Lake Washington School District remain parties to an interlocal agreement under which the City agrees to impose such fees. If the interlocal agreement is terminated for any reason, the City shall no longer collect school impact fees under this section.

School impact fees shall be based on the Lake Washington School District's (LWSD) most recent Six-Year Capital Facility Plan (CFP) as set forth below:

**SCHOOL IMPACT FEES**

<b>Land Use</b>	<b>Units</b>	<b>Impact Fee Basis</b>	<b>Impact Fee That Shall Be Paid per Unit</b>
Single-Family residences (including mobile homes and detached single-family manufactured homes)	1 housing unit	<del>2015-2020</del> <u>2016-2021</u> LWSD CFP approved on <del>6/1/2015</del> <u>6/6/2016</u>	<del>\$9,715.00</del> <u>\$10,822.00</u>

Multi-family residences	1 housing unit	<del>2015-2020</del> <u>2016-2021</u>	<del>\$816.00</del>
		LWSD CFP approved on <del>6/1/2015</del> <u>6/6/2016</u>	<u>\$956.00</u>

Note: School impact fee rates for January 1, 2013, and each subsequent January 1, may be updated to 100% of the rates set in the most recent Lake Washington School District CFP, as determined by the City Council.

Section 5. Amendment of Subsection. RMC 3.10.100(C), Transportation Impact Fee Schedule, is hereby amended to read as follows:

**3.10.100 Calculation of transportation impact fees using adopted impact fee schedule.**

(C) Transportation Impact Fee Schedule. The following transportation impact fees shall be paid for each unit of use or development:

Fee Schedule		Cost Per Unit		
Land Uses	Standard of Measure <sup>1,2,3</sup>	Downtown Urban Center	Overlake Urban Center	Rest of City
<b>Residential</b>				
Single Family	dwelling	<del>\$4,643.33</del> <u>\$5,433.08</u>	<del>\$4,803.50</del> <u>\$5,620.48</u>	<del>\$5,683.90</del> <u>\$6,650.62</u>
Multiple Family	dwelling	<del>\$3,261.22</del> <u>\$3,815.89</u>	<del>\$3,373.71</del> <u>\$3,947.51</u>	<del>\$3,992.06</del> <u>\$4,671.03</u>
Residential Suites	residential suite	<del>\$1,988.99</del> <u>\$2,327.28</u>	<del>\$2,057.59</del> <u>\$2,407.55</u>	<del>\$2,434.72</del> <u>\$2,848.82</u>
Retirement Community	dwelling	<del>\$1,490.02</del> <u>\$1,743.45</u>	<del>\$1,541.42</del> <u>\$1,803.58</u>	<del>\$1,823.94</del> <u>\$2,134.15</u>

Nursing Home	bed	<del>\$1,214.09</del> <u>\$1,420.59</u>	<del>\$1,255.97</del> <u>\$1,469.59</u>	<del>\$1,486.17</del> <u>\$1,738.94</u>
Congregate Care/Asst Living	dwelling	<del>\$938.16</del> <u>\$1,097.73</u>	<del>\$970.52</del> <u>\$1,135.59</u>	<del>\$1,148.40</del> <u>\$1,343.72</u>
Hotel/Motel	room	<del>\$4,373.35</del> <u>\$5,117.17</u>	<del>\$4,524.19</del> <u>\$5,293.67</u>	<del>\$5,353.41</del> <u>\$6,263.92</u>
<b>Commercial - Services</b>				
Bank/Savings & Loan	sq ft/GFA	<del>\$54.83</del> <u>\$64.16</u>	<del>\$56.73</del> <u>\$66.37</u>	<del>\$67.12</del> <u>\$78.54</u>
Day Care	sq ft/GFA	<del>\$41.77</del> <u>\$48.87</u>	<del>\$43.21</del> <u>\$50.56</u>	<del>\$51.13</del> <u>\$59.83</u>
Library	sq ft/GFA	<del>\$24.71</del> <u>\$28.91</u>	<del>\$25.56</del> <u>\$29.91</u>	<del>\$30.25</del> <u>\$35.39</u>
Post Office	sq ft/GFA	<del>\$37.98</del> <u>\$44.44</u>	<del>\$39.29</del> <u>\$45.97</u>	<del>\$46.49</del> <u>\$54.40</u>
Service Station	fuel position	<del>\$25,038.95</del> <u>\$29,297.59</u>	<del>\$25,902.61</del> <u>\$30,308.14</u>	<del>\$30,650.15</del> <u>\$35,863.14</u>
Service Station/Minimart	fuel position	<del>\$18,291.79</del> <u>\$21,402.87</u>	<del>\$18,922.73</del> <u>\$22,141.11</u>	<del>\$22,390.96</del> <u>\$26,199.23</u>
Movie Theater	seat	<del>\$268.53</del> <u>\$314.20</u>	<del>\$277.79</del> <u>\$325.04</u>	<del>\$328.71</del> <u>\$384.62</u>
Carwash	stall	<del>\$16,251.85</del> <u>\$19,015.97</u>	<del>\$16,812.42</del> <u>\$19,671.89</u>	<del>\$19,893.87</del> <u>\$23,277.43</u>
Health Club/Racquet Club	sq ft/GFA	<del>\$16.06</del> <u>\$18.79</u>	<del>\$16.62</del> <u>\$19.44</u>	<del>\$19.66</del> <u>\$23.00</u>
<b>Commercial - Institutional</b>				
Elementary School	student	<del>\$384.45</del> <u>\$449.84</u>	<del>\$397.71</del> <u>\$465.35</u>	<del>\$470.61</del> <u>\$550.65</u>
High School	student	<del>\$374.84</del> <u>\$438.59</u>	<del>\$387.77</del> <u>\$453.72</u>	<del>\$458.84</del> <u>\$536.88</u>
Church	sq ft/GFA	<del>\$2.48</del> <u>\$2.90</u>	<del>\$2.57</del> <u>\$3.00</u>	<del>\$3.04</del> <u>\$3.56</u>
Hospital	sq ft/GFA	<del>\$3.57</del> <u>\$4.17</u>	<del>\$3.69</del> <u>\$4.32</u>	<del>\$4.37</del> <u>\$5.11</u>

<b>Commercial - Restaurant</b>				
Restaurant	sq ft/GFA	<del>\$27.04</del> <u>\$31.64</u>	<del>\$27.98</del> <u>\$32.73</u>	<del>\$33.10</del> <u>\$38.73</u>
Fast Food Restaurant	sq ft/GFA	<del>\$73.68</del> <u>\$86.21</u>	<del>\$76.22</del> <u>\$89.18</u>	<del>\$90.19</del> <u>\$105.53</u>
<b>Commercial - Retail Shopping Center</b>				
up to 99,999	sq ft/GLA	<del>\$14.87</del> <u>\$17.40</u>	<del>\$15.38</del> <u>\$18.00</u>	<del>\$18.20</del> <u>\$21.30</u>
100,000-199,999	sq ft/GLA	<del>\$14.19</del> <u>\$16.61</u>	<del>\$14.68</del> <u>\$17.18</u>	<del>\$17.37</del> <u>\$20.33</u>
200,000-299,999	sq ft/GLA	<del>\$12.99</del> <u>\$15.20</u>	<del>\$13.44</del> <u>\$15.72</u>	<del>\$15.90</del> <u>\$18.60</u>
300,000 and over	sq ft/GLA	<del>\$12.52</del> <u>\$14.65</u>	<del>\$12.95</del> <u>\$15.15</u>	<del>\$15.32</del> <u>\$17.93</u>
Supermarket	sq ft/GFA	<del>\$32.09</del> <u>\$37.55</u>	<del>\$33.20</del> <u>\$38.84</u>	<del>\$39.28</del> <u>\$45.96</u>
Convenience Market	sq ft/GFA	<del>\$106.44</del> <u>\$124.54</u>	<del>\$110.11</del> <u>\$128.84</u>	<del>\$130.29</del> <u>\$152.45</u>
Free Standing Discount Store	sq ft/GFA	<del>\$10.58</del> <u>\$12.38</u>	<del>\$10.94</del> <u>\$12.80</u>	<del>\$12.95</del> <u>\$15.15</u>
Miscellaneous Retail	sq ft/GFA	<del>\$12.56</del> <u>\$14.69</u>	<del>\$12.99</del> <u>\$15.20</u>	<del>\$15.37</del> <u>\$17.99</u>
Furniture Store	sq ft/GFA	<del>\$1.22</del> <u>\$1.43</u>	<del>\$1.26</del> <u>\$1.47</u>	<del>\$1.49</del> <u>\$1.75</u>
Car Sales - New/Used	sq ft/GFA	<del>\$9.46</del> <u>\$11.07</u>	<del>\$9.79</del> <u>\$11.45</u>	<del>\$11.58</del> <u>\$13.55</u>
<b>Commercial - Administrative Office</b>				
up to 99,999	sq ft/GFA	<del>\$15.45</del> <u>\$18.07</u>	<del>\$15.98</del> <u>\$18.70</u>	<del>\$18.91</del> <u>\$22.12</u>
100,000-199,999	sq ft/GFA	<del>\$13.27</del> <u>\$15.53</u>	<del>\$13.73</del> <u>\$16.06</u>	<del>\$16.24</del> <u>\$19.01</u>

200,000-299,999	sq ft/GFA	<del>\$11.58</del> <u>\$13.55</u>	<del>\$11.98</del> <u>\$14.02</u>	<del>\$14.18</del> <u>\$16.59</u>
300,000 and over	sq ft/GFA	<del>\$10.86</del> <u>\$12.70</u>	<del>\$11.23</del> <u>\$13.14</u>	<del>\$13.29</del> <u>\$15.55</u>
Medical Office/Clinic	sq ft/GFA	<del>\$15.86</del> <u>\$18.56</u>	<del>\$16.41</del> <u>\$19.20</u>	<del>\$19.41</del> <u>\$22.72</u>
<b>Industrial</b>				
Light Industry/Manufacturing	sq ft/GFA	<del>\$7.25</del> <u>\$8.48</u>	<del>\$7.50</del> <u>\$8.77</u>	<del>\$8.87</del> <u>\$10.38</u>
Industrial Park	sq ft/GFA	<del>\$6.35</del> <u>\$7.43</u>	<del>\$6.57</del> <u>\$7.69</u>	<del>\$7.78</del> <u>\$9.10</u>
Warehousing/Storage	sq ft/GFA	<del>\$2.39</del> <u>\$2.80</u>	<del>\$2.47</del> <u>\$2.89</u>	<del>\$2.93</del> <u>\$3.43</u>
Mini Warehouse	sq ft/GFA	<del>\$1.42</del> <u>\$1.66</u>	<del>\$1.47</del> <u>\$1.72</u>	<del>\$1.74</del> <u>\$2.03</u>

Notes:

<sup>1</sup> For uses with standard of measure in square feet, trip rate is given as trips per 1,000 square feet, and impact fee is dollars per square foot.

<sup>2</sup> GLA = Gross Leasable Area

<sup>3</sup> GFA = Gross Floor Area

Note 1: Land uses are defined in RMC 3.10.030, Definitions. Amendments to this fee schedule shall be adopted by the City Council by ordinance.

Note 2: Transportation impact fees may be indexed to allow for a fee adjustment each January 1. The January 1 adjustment to the transportation impact fees shall be determined by calculating changes in the Construction Cost Index (published by the Engineering News Record) over the three consecutive 12-month September 1 to August 31 time periods immediately prior to January 1, or the closest three consecutive 12-month time periods immediately prior to January 1.

Note 3: Cost per Mobility Unit (PMT) is \$2,744.82, effective January 1, 2017.

Section 6. Amendment of Section. RMC 3.10.030, Definitions, is hereby amended to add a new subsection (E) as follows:

**3.10.030 Definitions.**

(E) In accordance with RMC 3.10.080(A)(5) and RMC 3.10.100(B)(5), the Administrator may use the definitions in the Redmond Zoning Code 21.78, Definitions, as a guide if the type of use or development activity is not specified on the impact fee schedules or if a term is not defined in this chapter.

Section 7. Adoption of Section. A new Section RMC 3.10.210, Interpretation, is hereby added as follows:

**3.10.210 Interpretation.**

(A) Purpose. The purpose of this section is to define the responsibilities, rules, procedures, and requirements for the interpretation of this chapter.

(B) Responsibility. The Administrator shall be responsible for interpreting the provisions of this chapter, except where expressly provided otherwise.

(C) Request for Interpretation. Any interested person may apply for an interpretation of this chapter

where this chapter, or its application to specific circumstances, is ambiguous, i.e. where this chapter is susceptible to two or more reasonable interpretations. Applications for administrative interpretation are processed as Type I reviews and shall be subject to the criteria outlined in the Redmond Zoning Code 21.76, Review Procedures.

Section 8. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 9. Effective Date. This ordinance shall take effect on January 1, 2017, after publication of an approved summary thereof consisting of the title.



ADOPTED by the Redmond City Council this 6th day of  
December, 2016.

CITY OF REDMOND

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JOHN MARCHIONE, MAYOR

ATTEST:

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MICHELLE M. HART, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

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JAMES HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO. \_\_\_\_\_

**ATTACHMENT F**  
**FISCAL POLICY**  
**CITY OF REDMOND, WASHINGTON**

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**1. General Financial Goals**

- a. To provide a financial base sufficient to sustain municipal services to maintain the social well-being and physical conditions of the City.
- b. To be able to withstand local and regional economic trauma, to adjust to changes in the service requirements, and to respond to other changes as they affect the community.
- c. To maintain an excellent credit rating in the financial community and assure taxpayers that Redmond city government is maintained in sound fiscal condition.
- d. To consider and provide for the needs of future generations in the Redmond community.

**2. Operating Budget Policies**

- a. The base operating budget is the City's comprehensive two-year financial plan which provides for the desired level of city services as defined by the City's priorities. A budget will be developed every two years using a "budgeting by priorities" process.
- b. The goals of the budgeting by priorities process are:
  - Align the budget with citizen priorities
  - Measure progress towards priorities
  - Get the best value for each tax dollar
  - Foster continuous learning in the City
  - Build regional cooperation
- c. "One-time" expenses require specific authority to be carried forward into subsequent budgets.
- d. Revenues and expenditures for the General Fund and all major operating funds shall be projected for the current biennium and the ensuing four years.
- e. Biennial operating budgets should provide for design, construction, maintenance and replacement of the City's capital, plant, and equipment consistent with the Capital Facilities Plan including the related cost for operating such new facilities.

- f. The City will maintain all its assets at a level such that it protects the City's capital investment and minimizes future maintenance and replacement costs.
- g. The City will maintain an equipment replacement and maintenance needs analysis for the life cycle of the equipment and will update this projection every two years consistent with budget development.
- h. All general government current operating expenditures will be paid from current revenues.

Reports on revenues and expenditures will be prepared on a timely basis monthly and reviewed quarterly by the City Council.

The city will avoid budgetary and accounting procedures which balance the current budget at the expense of future budgets.

The City of Redmond defines a balanced budget as current biennium revenues (including fund balances) are equal to or greater than current biennium budgeted expenditures.

The City further defines a structurally balanced budget as current on-going revenues (without including fund balances) as equal to or greater than current on-going expenses.

The City will not use one-time revenues for operations.

- i. All supplemental appropriations for programs (appropriations requested after the original budget is adopted) will be considered as a result of changes since the adoption of the biennial budget including the availability of new revenues (such as unanticipated grants).

All supplemental appropriations will conform to the “budgeting by priorities” process.

- j. Budget Calendar

- In order to facilitate and implement the budget process, the Mayor will propose a biennial budget calendar at the first regular Council meeting in April in every even year.
- The calendar will be comprehensive in nature and generally provide for a process that resembles the Best Practices for municipal budgets as published by the Government Finance Officers Association.

### 3. Revenue Policies

- a. The City will strive to maintain as diversified and stable a revenue system as permitted by state law to shelter it from short-run fluctuations in any one revenue source. The revenue mix should combine elastic and inelastic revenue sources to minimize the effect of an economic downturn. To pursue this policy goal the City Council will consider revenue changes in the context of its review of the City's Long Range Financial Strategy.
- b. Because revenues, especially those of the General Fund, are sensitive to both local and regional economic activities, revenue estimates provided to the City Council shall be conservative.
- c. The City will estimate its biennial revenues by an objective, analytical process using best practices as defined by the Government Finance Officers Association. Economic assumptions will be based on reliable and relevant sources such as the Washington State Office of Forecast Council.
- d. The City will project revenues for the next six years and will update this projection biennially. This projection will be consistent with policy 2d above and the overall "price of government" as described in the Long Range Financial Strategy.

The Finance Department will biennially review and make available to the Finance, Administration and Communications Committee an analysis of each potential major revenue source before going to the full Council for review.

The City will refrain from making budgetary decisions (specifically allocating resources to be expended) outside of a budget process as described by this policy (inclusive of the biennial budget as well as a formal budget amendment).

- e. The City will establish all user charges at a level related to the cost of providing the service and within policy parameters established by the City Council.
- f. In each odd numbered year, the City will review user fees to adjust for the effects of inflation and other factors as appropriate. The City will set fees for user activities, such as recreational services, at a level to support the direct and indirect costs of the activity in accordance with cost recovery policies adopted by Council.
- g. The City will set fees and user charges for each enterprise fund at a level that fully supports the total direct and indirect cost of the activity including the cost of annual depreciation of capital assets. For rate modeling purposes the City will utilize three financial tests: Net Income Test, Cash Flow Test, and Coverage Test, to evaluate revenue sufficiency. The results of these tests will be used in the rate setting process to ensure that the enterprise funds generate the appropriate level of revenue to satisfy all operating costs, cash obligations, and debt coverage requirement of 1.2 times annual debt service.

#### **4. Expenditure Policies**

- a. The City budget will provide for a sustainable level of service as defined in the context of the Budgeting by Priorities process.
- b. The City's operating budget will not use one-time revenues to support ongoing expenditures.
- c. The City will maintain expenditure categories according to state statute and administrative regulation. Capital expenditures shall meet the requirements of generally accepted accounting principles (GAAP).
- d. The City will forecast its General Fund expenditures biennially for the next six years. The drivers and assumptions used in the forecast will be described.
- e. A cost allocation plan will be maintained and updated as a part of each City budget. The cost allocation plan will be the basis for distribution of general government costs to other funds or capital projects (also known as indirect costs).

#### **5. Capital Investment Budget Policies**

- a. The City will make capital improvements in accordance with an adopted capital investment program. Capital funds may be used on:
  - 1. Non-recurring capital expenditures (such as capital projects).
    - a. Qualifying non-recurring capital projects should be at least \$50,000 (or part of a system with a value of more than \$50,000); and
    - b. towards an asset with a useful life of at least five years; or
    - c. directly for related costs (such as studies, plans, monitoring of capital asset performance, etc); or
    - d. planning efforts that result in specific capital improvements identified in the City's Capital Investment Strategy and approved by the Capital Investment Program Governance Committee.
- b. The capital investment program and the base operating budget will be reviewed at the same time to ensure that the City's capital and operating needs are balanced with each other and that the capital investment program is aligned with the City's other long-range plans.
- c. The City will develop a six-year plan for capital improvements including operations and maintenance costs and update it every biennium. Capital expenditures will be forecasted taking into account changes in population, changes in real estate development, or changes in relevant economic condition of the City and the region.

- d. The City will identify the estimated costs and potential funding sources for each capital project proposal before it is submitted to Council for approval. The City will use intergovernmental assistance and other outside resources whenever possible.
- e. All staff (FTEs) related to capital project implementation will charge directly to capital projects if the projects are a part of the Capital Investment Strategy and approved by the City's Capital Investment Program Governance Committee.
- f. The City will determine the least costly financing method for all new projects.
- g. The City will transfer, annually, at least five percent (5%) of General Fund revenues (excluding development and significant one-time revenues), available one-time money and the pavement management contribution to the capital investment program as part of the City's biennial budget.
- h. The City will develop and maintain a "Capital Investment Strategy" (also known as the "Vision Blueprint") that facilitates the planning for meeting the facility and other capital needs of the community consistent with the City's vision, comprehensive plan and functional area plans (in that order).
- i. Discretionary capital investment revenues collected from the five percent (5%) or more General Fund transfer and real estate excise tax will be utilized for capital improvements that support the vision of the city consistent with the City's Capital Investment Strategy.
- j. Real Estate Excise Tax will be used for one-time capital project funding, not for general maintenance of the City's infrastructure as allowed by law.
- k. A contribution (\$1.1 million) from sales tax on construction, adjusted annually for inflation, will be transferred into the capital investment program.
- l. Applications to receive grant funding will only be submitted if the project receiving the funding is a part of the City's Capital Investment Strategy and/or approve by the Capital Investment Program Governance Committee.
- m. The City will utilize the Business Fee and Tax Advisory Committee to advise the City on expenditures from the transportation surcharge portion of the Business Tax as outlined in City Council Resolution Number 1375.

## **6. Short-Term Debt Policies**

- a. Short-term debt is defined as a period of three years or less.

- b. The City may use short-term debt to cover temporary cash flow shortages, which may be caused by a delay in receipting tax revenues or issuing long-term debt. The City will not use short-term debt for current operations.
- c. The City may issue interfund loans rather than outside debt instruments to meet short-term cash flow needs. Interfund loans will be permitted only if an analysis of the affected fund indicates excess funds are available and the use of these funds will not impact the fund's current operations. All interfund short-term borrowing will be subject to Council approval and will bear interest based upon prevailing rates.

## **7. Long-Term Debt Policies**

- a. Long Term debt is that debt which exceeds three years.
- b. The City will utilize long-term borrowing for capital improvements that cannot reasonably be financed on a pay-as-you-go basis from anticipated cash flows.
- c. Acceptable uses of bond proceeds are items which can be capitalized and depreciated. Refunding bond issues designed to restructure currently outstanding debt is also an acceptable use of bond proceeds provided that the net present value (NPV) of savings is at least 4%.
- d. The City will determine whether self-supporting bonds (such as special assessment improvement district bonds) are in the City's best interest when planning to incur debt to finance capital improvements.
- e. The City will not use long-term debt for current operations.
- f. The City will maintain proactive communications with the investment community about its financial condition. The City will follow a policy of full disclosure on financial reports and bond prospectus including proactive compliance with disclosure to the secondary market.
- g. General Obligation Bond Policy
  - 1. Every project proposed for financing through general obligation debt shall be accompanied by a full analysis of the future operating and maintenance costs associated with the project.
  - 2. Bonds cannot be issued for a longer maturity schedule than a conservative estimate of the useful life of the asset to be financed.

3. Before general obligation bond propositions are placed before the voters, the capital project under consideration should have been included in the Capital Improvement Program. The source of funds should describe the intended use of bond financing.

#### h. Limited Tax General Obligation Bond Policies

1. As a precondition to the issuance of limited tax general obligation bonds, alternative methods of financing should also be examined.
2. Limited tax general obligation bonds should only be issued under certain conditions:
  - A project requires monies not available from alternative sources;
  - Matching fund monies are available which may be lost if not applied for in a timely manner; or
  - Catastrophic conditions.

#### i. Financing of Lease Purchases

1. Under Washington State law, the public may vote to approve bond issues for general government purposes in an amount not to exceed 2.5% of assessed valuation. Within the 2.5% limit, the Redmond City Council may approve bond issues and/or lease purchases up to 1.5% of the city's total assessed value. In addition, state law provides for an additional 2.5% of assessed valuation for parks and open space purposes with a vote of the public.
2. Lease purchase financing may be used when the cost of borrowing or other factors make it in the City's best interest.

#### j. Long Term Interfund Loans

1. The City may issue interfund loans rather than outside debt instruments as a means of financing capital improvements. Interfund loans will be permitted only if an analysis of the affected fund indicates excess funds are available and the use of these funds will not impact the fund's anticipated operations. All interfund borrowing will be subject to prior approval by the City Council and will bear interest based upon prevailing rates.
2. The decision to use interfund loans rather than outside debt will be based on which is deemed to be the most cost effective approach to meet city capital needs. Such assessment will be reviewed by the City's Financial Advisor who shall provide an objective analysis and recommendation to the City Council.



## 8. Reserve Fund Policies

- a. The City will maintain a General Operating Reserve of at least 8.5% of the total General Fund budgeted revenue, excluding the beginning fund balance, development review revenue, and any significant one-time revenue.

This reserve shall be created and maintained to:

- 1) Provide sufficient cash flow to meet daily financial needs.
  - 2) Sustain City services in the event of a catastrophic event such as a natural/manmade disaster (e.g. earthquake, windstorm, flood, terrorist attack) or a major downturn in the economy.
- b. Biennium surpluses in the General Fund will be used to fund one-time operations and capital expenditures, dedicated to the Capital Improvement Program or placed in an economic contingency account if there are surplus balances remaining after all current expenditure obligations and reserve requirements are met.
- c. A surplus is defined as the difference between the actual beginning fund balance and the budgeted beginning fund balance. It consists of under-expenditures and excess revenues over and above the amounts included in the biennial budget.
- d. The City will also maintain an Economic Contingency to serve as a hedge against economic fluctuations, fund future one-time operational and capital needs or support City services on a one-time basis pending the development of a longer term financial solution. The City shall maintain 4% of total General Fund budgeted revenue, excluding the beginning fund balance, development review revenue, and any significant one-time revenue as a target for the Economic Contingency.

This contingency shall serve as a hedge against underperforming revenue estimates with council's approval prior to its use. The City shall endeavor to support ongoing operations with ongoing revenues, but may use reserves on a one-time basis to support City services pending the development of a longer term financial solution. However, in no event shall reserves be used longer than one biennium to support City operations. If reserves are used, the City will begin to replenish these reserves at the end of the biennium if a surplus exists, but no later than the biennium following their use.

- e. The City will maintain operating reserves in the following funds: 12% (55 days) for the Water/Wastewater Operations and Maintenance Funds, not including Metro Wastewater Treatment expenses, 5% for the Stormwater Management Fund and 12% for the Solid Waste/Recycling Fund. This operating reserve shall be created and maintained to provide sufficient cash flow to meet daily financial needs and will be based upon total operating expenses. The reserve requirement for the Water/Wastewater Operations and Maintenance Funds can be met by the fund balance of the rate stabilization fund. For budgeting purposes, operating expenses will be calculated upon the funds' total expense

budgets excluding ending fund balances, capital purchases, and the current year's portion of principal paid on outstanding debt.

- f. In order to maintain the significant investments in utility capital assets there shall be a transfer from the utility operations funds to the utility capital project or reserve funds to be expended on future utility capital projects. The transfer will be calculated on the current year's depreciation expense, less the annual principal payments on outstanding debt.
- g. The City will establish a revenue stabilization fund for the Water and Wastewater utilities. The required fund balance shall be set at 15% of the total of water and wastewater revenues collected through monthly rates excluding the portion of monthly revenues for King County wastewater treatment. The balance of this fund can be utilized to meet the reserve requirement for the Water/Wastewater Operations and Maintenance Funds. Monies may be withdrawn from the revenue stabilization funds to supplement operating revenues in years of revenue shortfalls caused by reduced sales due to weather or restrictions on water use. The revenue stabilization funds will be replenished within four years of a withdrawal.
- h. Bond reserves shall be created and maintained by the Water/Wastewater and Stormwater Utilities in accordance with the provisions set forth in the bond covenants. These shall be in addition to the reserves described above.
- i. The City shall additionally maintain the following Equipment Replacement Reserve Funds:
  - 1) Fleet Maintenance Reserve;
  - 2) Fire Equipment Reserve; and
  - 3) Capital Equipment Reserve for general asset replacement.

The Equipment Reserve Funds will be maintained at a level sufficient to meet scheduled equipment replacement so as to sustain an acceptable level of municipal services and prevent a physical deterioration of City assets. An assessment of the sufficiency of this reserve will be made during each budget cycle.

- j. The City shall also maintain Reserve Funds as follows:
  - 1) All statutorily required reserve funds to guarantee debt service; and
  - 2) A vacation accrual reserve.
  - 3) A reserve to stabilize contributions to state retirement systems due to temporary fluctuations in state rates, as necessary.

No reserve shall be established for sick leave. One-fourth of accrued sick leave is payable only upon qualifying retirement and is not considered material.

## **9. Investment Policies**

The Finance & Information Services Director will biennially submit any recommended amendments to the City's investment policy to the City Council for review.

## **10. Special Revenue Policies**

- a. The City will establish and maintain Special Revenue Funds in accordance with Generally Accepted Accounting Principles which will be used to account for the proceeds of specific revenue sources to finance specified activities which are required by statute, ordinance, resolution, or executive order.
  - 1) The City will comply with GASB Statement 54 which defines the appropriate use of Special Revenue Funds for reporting purposes. The City Council may determine to separate the General Fund into supporting "sub-funds" for budgeting and management purposes. These "sub-funds" will be combined for financial reporting purposes to comply with GASB Statement 54.
- b. Special Revenue Funds having biennial operating budgets will be reviewed by the City during the budget process.

## **11. Accounting, Auditing, and Financial Reporting Policies**

- a. The City will establish and maintain a high standard of internal controls and accounting practices. The City budgets and accounts for revenues and expenditures on a modified accrual basis in its day to day operations.
- b. The accounting system will maintain records on a basis consistent with accepted standards for local government accounting and the State of Washington Budgeting, Accounting, and Reporting Systems.
- c. Regular monthly and annual financial reports will present a summary of financial activity by major types of funds. Such reports will be available via the City's website ([www.redmond.gov](http://www.redmond.gov)).
- d. The annual financial report shall conform to Generally Accepted Accounting Principles and be in the form of a Comprehensive Annual Financial Report as described by the GFOA. This report will contain all required information necessary to comply with secondary market disclosures for outstanding bonds (see policy 7f above).

- e. A fixed asset system will be maintained to identify all City assets, their location, condition, and disposition.
- f. The City will ensure that City records are audited annually and which will result in the issuance of a financial opinion. The results of such audit are to be available to the public via the city's web site.

## **ATTACHMENT G**

### **City of Redmond Investment Policy**

#### **1.0 Policy:**

It is the policy of the City of Redmond to invest public funds in a manner which will provide the maximum security of the principle, meet the daily cash flow demands of the City, and strive for a high investment return while conforming to all laws and regulations governing the investment of public funds.

#### **2.0 Scope:**

This investment policy applies to all financial assets of the City of Redmond and any applicable pension funds pooled with City assets but no other City Fiduciary funds including: the Municipal Employees Benefit Trust and Deferred Compensation Plan funds managed externally; Contractors' Deposit funds; and such funds excluded by law or bond covenant.

The applicable funds are pooled together for investment purposes and accounted for in the City's Comprehensive Annual Financial Report and include:

##### **2.1 Funds:**

- 2.1.1 General Fund
- 2.1.2 Special Revenue Funds
- 2.1.3 Capital Project Funds
- 2.1.4 Enterprise Funds
- 2.1.5 Debt Service Funds\* (Monies related to proceeds of municipal securities and/or pledged reserve amounts will be placed separately by the City and not invested through an approved broker/dealer relationship. See Section 10, Diversification, for additional information)
- 2.1.6 Internal Service Funds
- 2.1.7 Any new fund created by Council, unless specifically exempted by Council
- 2.1.8 Pension Funds – if pooled with City assets

\*The City contracts with a Municipal Advisor for debt issues, however the scope of responsibilities does not include investment advice.

#### **3.0 Prudence:**

Investments shall be made with judgment and care - under circumstances then prevailing - which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

3.1 The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

#### 4.0 Objective:

The primary objectives, in priority order, of the City's investment activities shall be:

4.1 Safety: Safety of principal is the foremost objective of the City of Redmond. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

4.2 Liquidity: The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

4.3 Return on investment: The City's investment portfolio shall be designed with the objective of attaining a market rate of return given the City's risk constraints and cash flow requirements.

#### 5.0 Delegation of Authority:

Management responsibility for the investment program is hereby delegated to the Investment Committee, who shall establish and monitor written procedures for the operation of the investment program, consistent with this investment policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Director. The Finance Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

5.1 Investment Committee: The investment committee shall consist of the mayor, the chairperson of the Finance, Administration and Communications (FAC) Committee and the Finance Director. The committee shall meet quarterly (or as needed, as determined by the committee) and provide overall guidance with regard to investment transactions. The committee will review and authorize financial dealers and institutions as provided for in Section 7.

#### 6.0 Ethics and Conflicts of Interest:

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Mayor any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio. Employees and officers shall subordinate their personal investment transactions to those of the City of Redmond, particularly with regard to the time of purchases and sales.

#### 7.0 Authorized Financial Dealers and Institutions:

The Finance Director will maintain a list of broker/dealers and financial institutions authorized to provide investment services to the city. Authorized broker/dealers and financial institutions will be limited to those that are approved by the Investment Committee and meet one or more of the following:

- Financial institutions approved by the Washington Public Deposit Protection Commission (RCW 39.58); or,

- Primary or regional dealers that qualify under the U.S. Securities and Exchange Commission Rule 15C3-1, the Uniform Net Capital Rule.

Each authorized broker/dealer or financial institution will be selected by creditworthiness, required to maintain an office in the State of Washington, and required to regularly submit annual reports, including audited financial statements when not available online. Additionally, broker/dealers are required to complete a broker/dealer questionnaire or provide any other information that may be required by the City to assess the qualifications of the firm.

#### 8.0 Authorized Investments:

Authorized investments are securities and investments authorized by state statute as defined in RCW's 39.58 and 39.59. Authorized investments include:

- 8.1 Investment deposits, including certificates of deposit, with qualified public depositories as defined in RCW 39.58.
- 8.2 Certificates, notes, or bonds of the United States, or other obligations of the United States or its agencies, or of any corporation wholly owned by the government of the United States .
- 8.3 Obligations of government-sponsored corporations which are eligible as collateral for advances to member banks as determined by the Board of Governors of the Federal Reserve System. (These include but are not limited to Federal Home Loan Bank notes and bonds, Federal Farm Credit Bank consolidated notes and bonds, and Federal National Mortgage Association notes, bonds and guaranteed certificates of participation.)
- 8.4 Bankers' acceptances purchased on the secondary market.
- 8.5 Bonds of the State of Washington and any local government in the State of Washington which have, at the time of investment, one of the three highest credit ratings of a nationally recognized rating agency.
- 8.6 Repurchase agreements for securities listed in 2, 3, and 4 above, provided that the transaction is structured so that the City of Redmond obtains control over the underlying securities and a Master Repurchase Agreement has been signed with the bank or dealer.
- 8.7 State Investment Pool.
- 8.8 Commercial Paper purchased in the secondary market and having received the highest rating by at least two (2) Nationally Recognized Statistical Rating Organizations (NRSROs) at the time of purchase and adhering to the investment policies and procedures adopted by the State Investment Board.
- 8.9 Mutual funds, escrow accounts, public fund money market accounts or cash type accounts used specifically for proceeds of municipal securities.

#### 9.0 Safekeeping and Custody:

All security transactions, including collateral for repurchase agreements, entered into by the City of Redmond shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third party custodian designated by the Finance Director.

Certificates of Deposit in the City's name, or confirmations of them, will be delivered to and held in the Finance Department.

#### 10.0 Diversification:

The City will diversify its investments by security type and institution. The following schedule provides the maximum holdings in any one type of investment or with any one issuer.

<u>Type of Security</u>	<u>Maximum Holdings</u>
Certificates of Deposit	50% of Portfolio 10% per Issuer 20% of Issuer's Net Worth
U.S. Treasury Notes, Bonds or Certificates	100% of Portfolio
U.S. Government Sponsored Corporations	100% of Portfolio
Bankers Acceptances	25% of Portfolio 10% per Issuer
State of Washington or Local Government Bonds	25% of Portfolio 10% per Issuer
Repurchase Agreements	25% of Portfolio 25% per Dealer
State Investment Pool	100% of Portfolio
Commercial Paper	10% of Portfolio 10% per Issuer
Public Fund Money Market Accounts, Escrow Accounts, Cash Type Accounts	Minimum amount to be pledged as debt reserves, or other debt related monies.
Mutual Funds	Arbitrage related only

Separate guidelines containing additional or more restrictive limitations for certain investment instruments are contained in the investment procedures document.

Monies related to proceeds of municipal securities and/or pledged reserve amounts will be placed separately by the City and not invested through an approved broker/dealer relationship



#### 11.0 Maturities:

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, or restricted by state guidelines, the City will not directly invest in securities maturing more than five years from the date of purchase. However, the City may collateralize its repurchase agreements using longer-dated investments.

Separate guidelines containing additional or more restrictive limitations for certain investment instruments are contained in the investment procedures document.

#### 12.0 Internal Control:

The Finance Director shall establish a process of independent review by an external auditor. This review will provide internal control by assuring that policies and procedures are being complied with. Such review may also result in recommendations to change operating procedures to improve internal control.

#### 13.0 Performance Standards:

The City of Redmond's investment portfolio will be designed with the objective of attaining a rate of return commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio.

13.1 Average Rate of Return: The basis used by the Finance Director to determine whether an average rate of return is being achieved shall be the 2-Year Treasury Note.

#### 14.0 Reporting:

The Finance Director is charged with the responsibility of including a report on investment activity and returns in the City's Quarterly Financial Report.

#### 15.0 Investment Policy Adoption:

The City of Redmond's investment policy shall be adopted by resolution of the City Council. The policy shall be reviewed on a biennial basis by the FAC Committee and any modifications made thereto must be approved by the City Council.

## GLOSSARY

**ACCRUED INTEREST** - The interest accumulated on a bond since issue date or the last coupon payment. The buyer of the bond pays the market price and accrued interest, which is payable to the seller.

**AGENCY** - A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally Sponsored Agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. (Also see FEDERAL AGENCY SECURITIES and GOVERNMENT SECURITY)

**AMORTIZATION** - In portfolio accounting, periodic charges made against interest income on premium bonds in anticipation of receipt of the call price at call or of par value at maturity.

**ASSET** - Available property, as for payment of debts

**AVERAGE MATURITY** - A weighted average of the expiration dates for a portfolio of debt securities. An income fund's volatility can be managed by shortening or lengthening the average maturity of its portfolio.

**BANK WIRE** - A virtually instantaneous electronic transfer of funds between two financial institutions.

**BANKERS ACCEPTANCES (BAs)** - Bankers Acceptances generally are created based on a letter of credit issued in a foreign trade transaction. They are used to finance the shipment of commodities between countries as well as the shipment of some specific goods within the United States. BAs are short-term, non-interest bearing notes sold at a discount and redeemed by the accepting bank at maturity for full face value. These notes trade at a rate equal to or slightly higher than Certificates of Deposit (CDs), depending on market supply and demand.

Bankers Acceptances are sold in amounts that vary from \$100,000 to \$5,000,000, or more, with maturities ranging from 30 - 270 days. They offer liquidity to the investor as it is possible to sell BAs prior to maturity at the current market price.

**BASIS POINT** - A measure of an interest rate, i.e., 1/100 of 1 percent, or .0001.

**BID** - The indicated price at which a buyer is willing to purchase a security or commodity. When selling a security a bid is obtained. (See Offer)

**BOND** - A long-term debt security, or IOU, issued by a government or corporation that generally pays a stated rate of interest and returns the face value on the maturity date.

**BOOK ENTRY SECURITIES** - U.S. government and federal agency securities that do not exist in definitive (paper) form; they exist only in computerized files maintained by the Federal Reserve Bank.

**BOOK VALUE** - The amount at which an asset is carried on the books of the owner. The book value of an asset does not necessarily have a significant relationship to market value.

**BROKER** - A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides.

**CERTIFICATES OF DEPOSIT** - Certificates of Deposit, familiarly known as CDs, are certificates issued against funds deposited in a bank for a definite period of time and earning a specified rate of return. Certificates of Deposit bear rates of interest in line with money market rates current at the time of issuance.

**COLLATERAL**: Property (as securities) pledged by a borrower to protect the interest of the lender.

**COMPETITIVE BID PROCESS** - A process by which three or more institutions are contacted via the telephone to obtain interest rates for specific securities.

**CREDIT QUALITY** - The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized rating agencies.

**CREDIT RISK** - The risk that another party to an investment transaction will not fulfill its obligations. Credit risk can be associated with the issuer of a security, a financial institution holding the entity's deposit, or a third party holding securities or collateral. Credit risk exposure can be affected by a concentration of deposits or investments in any one investment type or with any one party.

**CUSTODIAN** - An independent third party (usually bank or trust company) that holds securities in safekeeping as an agent for the county.

**DEALER** - A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

**DEFEASE** - To discharge the lien of an ordinance, resolution, or indenture relating to a bond issue, and in the process, render inoperative restrictions under which the issuer has been obliged to operate. Comment: Ordinarily an issuer may defease an indenture requirement by depositing with a trustee an amount sufficient to fully pay all amounts under a bond contract as they become due.

**DELIVERY** - The providing of a security in an acceptable form to the County or to an agent acting on behalf of the County and independent of the seller. Acceptable forms can be physical securities or the transfer of book entry securities. The important distinction is that the transfer accomplishes absolute ownership control by the County

**DELIVERY VS PAYMENT** - There are two methods of delivery of securities: Delivery vs. payment and delivery vs. receipt (also called free). Delivery vs. payment is delivery of securities with an exchange of money for the securities. Delivery vs. receipt is delivery of securities with an exchange of a signed receipt for the securities.

**DEPOSITARY** - A person to whom something is entrusted, a depository.

**DEPOSITORY BANK** - A local bank used as the point of deposit for cash receipts.

**DEPOSITORY INSURANCE** - Insurance on deposits with financial institutions. For purposes of this policy statement, depository insurance includes: a) Federal depository insurance funds, such as those maintained by the Federal Deposit Insurance Corporation (FDIC) AND Federal Savings and Loan Insurance Corporation (FSLIC); and b) Public Deposit Protection Commission.

**DISCOUNT** - 1. (n.) selling below par; e.g., a \$1000 bond selling for \$900. 2. (v.) anticipating the effects of news on a security's value; e.g., "The market had already discounted the effect of the labor strike by bidding the company's stock down."

**DIVERSIFICATION** - Dividing available funds among a variety of securities and institutions so as to minimize market risk.

**EFFECTIVE RATE** - The yield you would receive on a debt security over a period of time taking into account any compounding effect.

**FACE VALUE** - The value of a bond stated on the bond certificate; thus, the redemption value at maturity. Most bonds have a face value, or par, of \$1,000.

**FEDERAL AGENCY SECURITIES** - Several government-sponsored agencies, in recent years, have issued short and long-term notes. Such notes typically are issued through dealers, mostly investment banking houses. These Federal government-sponsored agencies were established by the U.S. Congress to undertake various types of financing without tapping the public treasury. In order to do so, the agencies have been given the power to borrow money by issuing securities, generally under the authority of an act of Congress. These securities are highly acceptable and marketable for several reasons, mainly because they are exempt from state, municipal and local income taxes. Furthermore, agency securities must offer a higher yield than direct Treasury debt of the same maturity to find investors, partly because these securities are not direct obligations of the Treasury.

The main agency borrowing institutions are the Federal National Mortgage Association (FNMA), the Federal Home Loan Bank System (FHLB), and the Federal Farm Credit System (FFCS).

**FNMA - FEDERAL NATIONAL MORTGAGE ASSOCIATION** - issues notes tailored to the maturity needs of the investor. Maturities range from 30 days up to 30 years. These notes are made attractive by their denominations from \$5,000 to \$1 million.

**FHLB - FEDERAL HOME LOAN BANK SYSTEM** - consists of twelve Federal Home Loan Banks, issues, in addition to long-term bonds, coupon notes with maturities of up to one year. Their attractiveness stems from their investment denominations of \$10,000 to \$1 million.

**FEDERAL DEPOSIT INSURANCE (FDIC)** - A Federal institution that insures bank deposits. The current limit is up to \$100,000 per depository account.

**FEDERAL FUNDS RATE** - The rate of interest at which Fed Funds are traded between banks. Fed Funds are excess reserves held by banks that desire to invest or lend them to banks needing reserves. The particular rate is heavily influenced through the open market operations of the Federal Reserve Board. Also referred to as the "Fed Funds rate."

**FEDERAL HOME LOAN BANKS (FHLB)** - The institutions that regulate and lend to savings and loan associations.

**FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA)** - FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a Federal corporation working under the auspices of the Department of Housing and Urban Development, HUD. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

**FEDERAL RESERVE SYSTEM** - The central bank of the United States which has regulated credit in the economy since its inception in 1913. Includes the Federal Reserve Bank, 14 district banks and the member banks of the Federal Reserve, and is governed by the Federal Board.

**FINANCIAL INSTITUTIONS** - Establishments that include the circulation of money, the granting of credit, the making of investments, and the provision of banking facilities.

**FISCAL AGENCY** - A financial institution that handles certain bond and coupon redemptions on behalf of Whatcom County.

**GINNIE MAES (GNMAs)** - Mortgage securities issued and guaranteed, as to timely interest and principal payments, by the Government National Mortgage, an agency within the Department of Housing and Urban Development (HUD).

**GOVERNMENT SECURITY** - Any debt obligation issued by the U.S. government, its agencies or instrumentalities. Certain securities, such as Treasury bonds and Ginnie Maes, are backed by the government as to both principal and interest payments. Other securities, such as those issued by the Federal Home Loan Mortgage Corporation, or Freddie Mac, are backed by the issuing agency.

**HAIRCUT** - This term describes the way brokers and clients protect themselves from market risk in doing repos. An entity wanting to finance the purchase of \$100 million in Treasury bonds may borrow just \$98 million of the money. The two percent difference between the amount of securities purchased and the amount of money borrowed is the haircut. Similarly, an entity looking to borrow \$100 million may need to provide, as collateral, Treasury securities with a market price equal to \$102 million.

**LIQUIDATION** - Conversion into cash.

**LIQUIDITY** - Refers to the ease and speed with which an asset can be converted into cash without a substantial loss in value.

**LOSS** - The excess of the cost or book value of an asset over selling price.

**LOCAL GOVERNMENT INVESTMENT POOL (LGIP)** - The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

**MARK-TO-MARKET** - An adjustment in the valuation of a securities portfolio to reflect the current market values of the respective securities in the portfolio. This process is also used to ensure that margin accounts are in compliance with maintenance.

**MARKETABILITY** - Ability to sell large blocks of money market instruments quickly and at competitive prices.

**MARKET RISK** - The risk associated with declines or rises in interest rates which cause an investment in a fixed-income security to increase or decrease in value. The risk that the market value of an investment, collateral protecting a deposit, or securities underlying a repurchase agreement will decline.

**MARKET VALUE** - The price at which a security is trading and could presumably be sold.

**MASTER REPURCHASE AGREEMENT** - An agreement between the investor and the dealer or financial institute. This agreement defines the nature of the transactions, identifies the relationship between the parties, establishes normal practices regarding ownership and custody of the collateral securities during the term of the investment, provides for remedies in the event of a default by either party and otherwise clarifies issues of ownership.

**MATURITY** - The time when a security becomes due and at which time the principal and interest or final coupon payment is paid to the investor.

**NET WORTH** - A financial institutions available funds after their total liabilities have been deducted from their total assets.

**OFFER** - The indicated price at which a seller is willing to sell a security or commodity. (See BID) When buying a security an offer is obtained.

**PAR VALUE** - The nominal or face value of a debt security; that is, the value at maturity.

**PORTFOLIO** - Collection of securities held by an investor.

**PREMIUM** - The amount by which a bond sells above its par value.

**PRIMARY DEALERS** - A pre-approved bank, broker/dealer or other financial institution that is able to make business deals with the U.S. Federal Reserve, such as underwriting new government debt. These dealers must meet certain liquidity requirements as well as provide a valuable flow of information to the Fed about the state of the worldwide markets.

**PRIME RATE** - The interest rate a bank charges on loans to its most credit worthy customers. Frequently cited as a standard for general interest rate levels in the economy.

**PRINCIPAL** - An invested amount on which interest is charged or earned.

**PRUDENCE** - The ability to govern and discipline oneself by the use of reason. Shrewdness in the management of affairs. Able to use skill and good judgment in the use of resources.

**QUALIFIED PUBLIC DEPOSITORY** - A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated, for the benefit of the commission, eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

**REGISTERED SECURITY** - A security that has the name of the owner written on its face. A registered security cannot be negotiated except by the endorsement of the owner.

**REPURCHASE AGREEMENT (REPO)** - The Repo is a contractual transaction between an investor and an issuing financial institution (not a secured loan). The investor exchanges cash for temporary ownership of specific securities, with an agreement between the parties that on a future date, the financial institution will repurchase the securities at a prearranged price. An "Open Repo" does not have a specified repurchase date and the repurchase price is established by a formula computation.

**REPRICING** - The revaluation of the market value of securities.

**REVERSE REPOs** - The opposite of the transaction undertaken through a regular repurchase agreement. In a "reverse" the City/County initially owns securities and the bank or dealer temporarily exchanges cash for this collateral. This is, in effect, temporarily borrowing cash at a high interest rate and is also known as securities lending. Most typically, a Repo is initiated by the lender of funds. Reverses are used by dealers to borrow securities they have shorted.

**SAFEKEEPING** - A service to customers rendered by banks for a fee whereby all securities and valuables of all types and descriptions are held in the bank's vaults for protection, or in the case of book entry securities, are held and recorded in the customer's name and are inaccessible to anyone else.

**SALLIE MAES** - Pooling of student loans guaranteed by the Student Loan Mortgage Association (SLMA) to increase the availability of education loans. The SLMA purchases the loans after buying them on the secondary market from lenders. SLMA stock is publicly traded.

**SECURITIES** - Bonds, notes, mortgages, or other forms of negotiable or non-negotiable instruments.

**SETTLEMENT DATES** - The day on which payment is due for a securities purchase. For stocks and mutual funds bought through an investment dealer, settlement is normally five business days after the trade date. Bonds and options normally settle one business day after the trade date mutual fund shares purchased directly by mail or wire settle on the day payment is received.

**SPREAD** - (a) Difference between the best buying price and the best selling price for any given security. (b) Difference between yields on or prices of two securities of differing quality or differing maturities. (c) In underwriting, difference between price realized by the issuer and price paid by the investor.

**STRIPPED TREASURIES** - U.S. Treasury debt obligations in which coupons are removed by brokerage houses, creating zero-coupon bonds.

**TRIPARTITE CUSTODIAN AGREEMENT** - An agreement that occurs when a third party or custodian becomes a direct participant in a repurchase transaction. The custodian ensures that

the exchange occurs simultaneously and that appropriate safeguards are in place to protect the investor's interest in the underlying collateral.

**THIRD-PARTY SAFEKEEPING** - A safekeeping arrangement whereby the investor has full control over the securities being held and the dealer or bank investment department has no access to the securities being held.

**TIME DEPOSIT** - Interest-bearing deposit at a savings institution that has a specific maturity.

**TREASURY BILLS** - Treasury bills are short-term debt obligations of the U.S. Government. They offer maximum safety of principal since they are backed by the full faith and credit of the United States Government. Treasury bills, commonly called "T-Bills," account for the bulk of government financing, and are the major vehicle used by the Federal Reserve System in the money market to implement national monetary policy. T-Bills are sold in three, six, nine, and twelve-month bills. Because treasury bills are considered "risk-free," these instruments generally yield the lowest returns in the major money market instruments.

**TREASURY NOTES AND BONDS** - While T-Bills are sold at a discount rate that establishes the yield to maturity, all other marketable treasury obligations are coupon issued. These include Treasury Notes with maturities from one to ten years and Treasury Bonds with maturities of 10-30 years. The instruments are typically held by banks and savings and loan associations. Since Bills, Notes and Bonds are general obligations of the U.S. Government, and since the Federal Government has the lowest credit risk of all participants in the money market, its obligations generally offer a lower yield to the investor than do other securities of comparable maturities.

**UNDERLYING SECURITIES** - Securities transferred in accordance with a repurchase agreement.

**VENDOR** - A business or individual who provides a service or product at a cost.

**WHEN-ISSUED TRADES** - Typically, there is a lag between the time a new bond is announced and sold and the time it is actually issued. During this interval, the security trades "wi," "when, as, and if issued."

**Wi** - When, as, and if issued. See When-issued trades.

**YIELD** - The rate at which an investment pays out interest or dividend income, expressed in percentage terms and calculated by dividing the amount paid by the price of the security and annualizing the result.

**YIELD BASIS** - Stated in terms of yield as opposed to price. As yield increases for a traded issue, price decreases and vice versa. Charts prepared on a yield basis appear exactly opposite of those prepared on a price basis.

**YIELD SPREAD** - The variation between yields on different types of debt securities; generally a function of supply and demand, credit quality and expected interest rate fluctuations. Treasury bonds, for example, because they are so safe, will normally yield less than corporate bonds. Yields may also differ on similar securities with different maturities. Long-term debt, for example, carries more risk of market changes and issuer defaults than short-term debt and thus usually yields more.

**ZERO-COUPON BONDS** - Securities that do not pay interest but are instead sold at a deep discount from face value. They rise in price as the maturity date nears and are redeemed at face value upon maturity.

**ATTACHMENT H**

NON-CODE

**CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, ADOPTING THE FINAL 2017-2018  
BIENNIAL BUDGET OF THE CITY COMMENCING  
JANUARY 1, 2017

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WHEREAS, on or before the first business day in the third month prior to the beginning of the fiscal year of 2017, the estimate of revenues and expenditures was submitted to the Mayor for the next fiscal year as required by law; and

WHEREAS, the Mayor reviewed the estimates and made such revisions and/or additions as deemed advisable and prior to 60 days before January 1, 2017, filed the said revised preliminary budget with the City Clerk, as his recommendation for the final budget; and

WHEREAS, the Finance Department provided sufficient copies of such preliminary budget and budget message to meet the reasonable demands of taxpayers and published notice of filing and the availability of said preliminary budget together with the dates of the public hearings for the purpose of fixing a final budget; and

WHEREAS, the City Council scheduled hearings on the preliminary budget for the purpose of providing information regarding estimates and programs; and



WHEREAS, the City Council held public hearings on June 21, October 18, and November 15, 2016, for the purpose of fixing a final budget at which all taxpayers were heard who appeared for or against any part of said budget; and

WHEREAS, following the conclusion of said hearings the City Council made such revisions and changes as it deemed necessary and proper.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. The final 2017-2018 Redmond City Budget, copies of which have been and now are on file with the office of the City Clerk, by this reference is hereby incorporated herein, as if set forth in full, and said final budget shall be and the same is hereby adopted in full.

Section 2. Attached hereto and identified as Exhibit H-1, is the total of estimated revenues/appropriations for each fund and the aggregate totals for all such funds combined. The total 2017-2018 final budget equals \$679,467,318 inclusive of a total 2017-2018 General Fund of \$246,779,178.

Section 3. A complete copy of the final 2017-2018 budget, as adopted, together with a certified copy of this adopting ordinance shall be transmitted by the Finance and Information Services Department to the Division of Municipal Corporations of the Office of the State Auditor.

Section 4. This ordinance shall take effect January 1,  
2017.

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of  
\_\_\_\_\_, 2016.

CITY OF REDMOND

\_\_\_\_\_  
JOHN MARCHIONE, MAYOR

ATTEST:

\_\_\_\_\_  
MICHELLE M. HART, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

\_\_\_\_\_  
JAMES HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.

**Exhibit H-1  
Summary of Changes  
2017-2018 Final Budget**

<b>Fund</b>	<b>Fund Title</b>	<b>Mayor's Preliminary Budget</b>	<b>Changes</b>	<b>2017-2018 Final Budget</b>	<b>Comments</b>
100	General Fund	181,414,043		181,414,043	
	Increase transfer to Housing Trust Fund		28,250	28,250	Increase Housing Trust Fund in the CIP to a total of \$600,000 funded by an increase in property tax new construction per King County.
	<b>Subtotal Fund 100 Changes</b>	<b>181,414,043</b>	<b>28,250</b>	<b>181,442,293</b>	
011	Arts Activity	784,909		784,909	
012	Parks Maintenance & Operations	4,044,240		4,044,240	
013	Community Events	864,221		864,221	
019	Human Services	2,506,589		2,506,589	
020	Fire Equipment Reserve	2,918,848		2,918,848	
021	Operating Reserves	7,884,991		7,884,991	
027	Capital Equipment Reserve	6,111,891		6,111,891	
030	Business Tax	10,940,868		10,940,868	
031	Real Property Fund	250,000		250,000	
035	Fire Levy	6,149,581		6,149,581	
036	Police Levy	9,037,109		9,037,109	
037	Parks Levy	1,252,960		1,252,960	
095	Parks Maintenance Projects	3,190,076		3,190,076	
096	Transportation Maintenance Projects	2,945,641		2,945,641	
099	General Government Maintenance Projects	6,426,711		6,426,711	
	Increase Housing Trust Fund		28,250	28,250	Increase Housing Trust Fund in the CIP to a total of \$600,000 for the biennium.
	<b>Subtotal 099 Changes</b>	<b>6,426,711</b>	<b>28,250</b>	<b>6,454,961</b>	
	<b>TOTAL GENERAL FUND</b>	<b>246,722,678</b>	<b>56,500</b>	<b>246,779,178</b>	

**SPECIAL REVENUE FUNDS**

110	Recreation Activity	6,582,449		6,582,449
115	Development Agreement	3,277,752		3,277,752
117	Cable Access	820,447		820,447
118	Transportation Demand Management	4,060,126		4,060,126
122	Advanced Life Support	14,405,155		14,405,155
124	Emergency Services	373,689		373,689
125	Real Estate Excise Tax	13,802,308		13,802,308
126	Drug Enforcement	51,465		51,465
131	Hotel/Motes	1,687,743		1,687,743
140	Solid Waste/Recycling	2,565,781		2,565,781
<b>Subtotal Special Revenue Funds</b>		<b>47,626,915</b>	<b>0</b>	<b>47,626,915</b>

**DEBT SERVICE FUNDS**

233	Non-Voted GO Bond Debt Service	11,481,794		11,481,794
<b>Subtotal Debt Service Funds</b>		<b>11,481,794</b>	<b>0</b>	<b>11,481,794</b>

**CAPITAL PROJECT FUNDS**

315	Parks Capital Projects	19,253,124		19,253,124
316	Transportation Capital Projects	59,851,576		59,851,576
319	General Government Capital Projects	9,951,618		9,951,618
<b>Subtotal Capital Project Funds</b>		<b>89,056,318</b>	<b>0</b>	<b>89,056,318</b>

**ENTERPRISE FUNDS**

Water/Wastewater Operations &				
401	Maintenance	88,526,486		88,526,486
402	Novelty Hill Operations & Maintenance	19,454,514		19,454,514
403	Water Capital Projects	17,464,522		17,464,522
404	Wastewater Capital Projects	9,319,810		9,319,810
405	Stormwater Operations & Maintenance	32,877,751		32,877,751
406	Stormwater Capital Projects	35,652,828		35,652,828
407	Novelty Hill Water Capital Projects	8,794,215		8,794,215
408	Novelty Hill Wastewater Capital Projects	9,329,132		9,329,132
<b>Subtotal Enterprise Funds</b>		<b>221,419,258</b>	<b>0</b>	<b>221,419,258</b>

<b>INTERNAL SERVICE FUNDS</b>			
501	Fleet Maintenance	12,776,932	12,776,932
510	Insurance Claims and Reserve	3,309,230	3,309,230
511	Medical Self Insurance	30,487,277	30,487,277
512	Workers' Compensation	2,558,327	2,558,327
520	Information Services	13,972,089	13,972,089
<b>Subtotal Internal Service Funds</b>		<b>63,103,855</b>	<b>0</b>
<b>Final 2015-2016 Budget All Funds</b>		<b>679,410,818</b>	<b>56,500</b>
			<b>679,467,318</b>

**EXHIBIT H-2**  
**2017-2018 PRELIMINARY BUDGET**  
**Council Issues & Parking Lot Matrix**

<b>CAPITAL INVESTMENT PROGRAM - DOWNTOWN</b>		
<b>Issue</b>	<b>Discussion</b>	<b>Status</b>
<b>Targeted Safety Improvement Projects – Mid-block crossing on 160<sup>th</sup> Avenue and Trader Joe’s (page 342)</b>  Any thought in the plan to move the crossing further south for safety purposes?  (Councilmember Allen)	<b><u>Staff Response:</u></b> Moving the crossing farther south puts it too close to the existing driveways and the intersection at 160 <sup>th</sup> and Redmond Way. We considered moving it north about 10 feet but that put it too close to the driveway to the north and ultimately decided that the best location was where it exists. Adding the Rectangular Rapid Flashing Beacon will enhance the visibility of pedestrians crossing.	<b>Closed</b>  <b>Note: There may need to be potential revisions to this project before it moves forward.</b>
<b>Targeted Safety Improvement Projects – 81<sup>st</sup> and 161<sup>st</sup> Avenue NE mid-block crossing (page 342)</b>  Where is the placement of the crossing?  (Councilmember Carson)	<b><u>Staff Response:</u></b> The proposed crossing is approximately at the entrance to the stairs at Veloce apartments or adjacent to the building where the Lions Pub is located. The parcel to the south on the east side of the road is under development and we are going to reevaluate this crossing when that development is complete.	<b>Closed</b>

## CAPITAL INVESTMENT PROGRAM - OVERLAKE

Issue	Discussion	Status
<p><b>Tosh Creek – Onyx Pond Retrofit, Prescott Vault Retrofit, Stream Rehabilitation, 156<sup>th</sup> Avenue NE Flow Splitter and 159<sup>th</sup> Avenue Vault (pages 348-349)</b></p> <p>Need a more cohesive project and a revised description between the preliminary budget and the adopted budget due to questions regarding whether or not the project will be built.</p> <p>(Councilmembers Allen, Margeson and Stilin)</p>	<p><b>Staff Response:</b> Install flow control and water quality treatment in the contributing drainage area as part of rehabilitating Tosh Creek upstream of West Lake Sammamish Parkway. The Tosh Creek Watershed Restoration Plan (February 2015) identified general flow control and water quality needs, but specific projects will be selected and sited following outreach with the local neighborhood and other impacted residents.</p> <p>The project team continues to work with community members and other stakeholders to obtain input on the alternatives for this suite of projects. Community meetings are scheduled into 1<sup>st</sup> Qtr. 2017. This input, along with engineering design, environmental analysis and cost estimating, will be used to develop project options and recommendations. Staff will bring these project and policy options to Council early next year in a study session.</p>	<p><b>Closed</b></p> <p><b>Note: Use staff response as new description of project. However, the description still may need to be revised.</b></p> <p><b>Updated 11/4/2016</b></p> <p><b>Earmark funds until Community Outreach and Council update is complete</b></p>

## CAPITAL INVESTMENT PROGRAM - OVERLAKE

Issue	Discussion	Status
<p><b>NE 51<sup>st</sup> Street Multi-Modal Improvements (page 350)</b></p> <p>Where is the project and what are the sidewalk improvements? Provide and cross section of the project.</p> <p>(Councilmember Carson)</p>	<p><b>Staff Response:</b> The project boundaries are only adjacent to 520 and do not extend eastward to where there are no sidewalks on the south side (see cross-section provided).</p> <p><b>New project description:</b> <u>Improve NE 51st Street to include reconstruction of the existing sidewalk on the south side, and the addition of turn lanes and bike facilities in both directions.</u></p>	<p><b>Closed</b></p> <p><b>Revise project description</b></p>
<p><b>Targeted Safety Improvement Project – Pedestrian Crossing at the 4700 block of 156<sup>th</sup> Avenue NE (page 351)</b></p> <p>How does the 156<sup>th</sup> Avenue pedestrian crossing relate to the other crossings?</p> <p>(Councilmember Myers)</p>	<p><b>Staff Response:</b> The crossing is near bus stops on both sides of 156<sup>th</sup> Ave NE. It is also located by office buildings and the Onyx Apartment complex. Requests to provide a crossing here have come in to the City since 2008, including two this year. The nearest crossings are 880 feet south or 750 feet north. Desired crossing distances were adopted in the TMP. This location meets those requirements.</p> <p>The crossing would likely look similar to the existing pedestrian crosswalk that is located on 156<sup>th</sup> between NE 31<sup>st</sup> Street and NE 36<sup>th</sup> Street with a red-yellow-green traffic signal, median, curb ramps, and crosswalk markings.</p>	<p><b>Closed</b></p> <p><b>Updated 10/28/16</b></p>



**CAPITAL INVESTMENT PROGRAM - NEIGHBORHOODS**

<b>Issue</b>	<b>Discussion</b>	<b>Status</b>
<b>Targeted Safety Improvement Project – Avondale Road and 95<sup>th</sup> Street (page 365)</b>  Does the City own all of the right-of-way for this project?  (Councilmember Carson)	<b><u>Staff Response:</u></b> No, the corners would be reconfigured so there would need to be some right of way, easement, or purchase to complete the crossing and adjust the alignment.	<b>Closed</b>

**CAPITAL INVESTMENT PROGRAM - CITYWIDE**

<b>Issue</b>	<b>Discussion</b>	<b>Status</b>
<b>Housing Trust Fund (page 374)</b>  Suggestions of ways to increase the funding for this project.  (Councilmember Myers)	<b><u>Staff Response:</u></b>	<b>Closed</b>  <b>Moved to Parking Lot Matrix</b>

BUSINESS COMMUNITY		
Issue	Discussion	Status
<b>Business Access and Mobility (page 59)</b>  Can we get the same results and same effectiveness with a smaller parking enforcement program?  (Councilmember Myers)	<b>Staff Response:</b> Careful consideration has been given to maximize the efficiency of the current parking program. Monitoring and enforcement of time-limited parking occurs in the Downtown between 9 am to 5 pm. Data on the level of on-street parking usage and business community feedback have indicated ever increasing parking demand for a limited supply of on-street parking. As demand for parking has increased, community inquiries about expanding the hours of monitoring and enforcement have also grown – both to cover happy hour to early evening to support access to businesses and to start earlier in the morning to ensure that construction workers and transit riders do not take up scarce on-street parking. Rather than achieving the same results and effectiveness with a smaller program, the challenge is to achieve the same results and effectiveness with an expanded program within the same resources.	<b>Closed</b>  <b>Address concerns at next Parking update to Council</b>

COMMUNITY BUILDING		
Issue	Discussion	Status
<b>Community Building Through Communications (page 112)</b>  Specific breakdown for the employees involved in public and media information or public and governmental relations including Erika and Nina and those whose jobs include all of the public relations related activities, press or general news releases, or publicity with the Executive offers. Please provide the corresponding figure for the comparable employees in the 2015-2016 budget and the 2011-2012 budget.  (Councilmember Myers)	<b><u>Staff Response:</u></b> (see organizational chart attached)	<b>Closed</b>
CLEAN & GREEN		
Issue	Discussion	Status
<b>Clean and Green Priority (page 74)</b>  Describe the different LEED levels of the 2,999 green built single family homes in Redmond.  (Councilmember Myers)	<b><u>Staff Response:</u></b> Staff is researching this question. It involves looking at the permits as the information is not tabulated by LEED level.	<b>Closed: Moved to Parking Lot Matrix</b>

RESPONSIBLE GOVERNMENT		
Issue	Discussion	Status
<b>City Administration, Management and Leadership (page 202)</b>  Explain funding for the community survey.  (Councilmember Stilin)	<b><u>Staff Response:</u></b> Historically the biennial community survey has been funded out of the Executive Department. As the City's Budgeting-by-Priorities (BP) approach has evolved, the community survey was funded by Finance in FY 15-16 to ensure closer alignment with prospective budget issues. With the FY 17-18 budget, the survey will now be funded by Communications, ensuring that community survey outreach efforts align with neighborhood concerns and issues on an ongoing basis.	<b>Closed</b>
COMMUNITY BUILDING		
Issue	Discussion	Status
<b>Human Services</b>  Provide a copy of the current contract and explain the outcomes we are trying to achieve from Friends of Youth  (Councilmember Carson)	<b><u>Staff Response:</u></b> Staff is just beginning the process of negotiating a new contract for a day care center program with The Landing. Contracts are usually finalized during January and staff will forward the details of the contract to Council when it is complete.  The current contract with The Landing covers the overnight shelter program. We do not currently provide any funds in support of day center services which is what the new contract is requesting.	<b>Closed</b>

PARKING LOT		
Issue	Discussion	
<b>Dashboard Indicator #4:</b>  Ratio of supply of affordable homes to demand of affordable homes (includes both low and moderate income levels. (page 140)	Look at other indicators instead of median income, such as workforce housing, creating opportunities and/or how transit also serves to solve the affordable housing challenges	
<b>Logic Models</b>	During 2017, take another look at logic models to make sure they are understandable and are useful to measure progress and value of the City's programs.	
<b>Redmond Town Center</b>	Explore the relationship with Redmond Town Center	
<b>Opportunity Fund</b>	Explore ways to be able to seize opportunities to buy land or buildings when the opportunity becomes available. Look at the steps we would take.	
<b>Credit Card Fees</b>	Explore how we should handle credit card fees.	
<b>BP Offer Revisions</b>	Need to look at the way offers are structured in the next budget process as the Baseline and Preliminary Changes are confusing.  Make the totals for programs contained in the offers more prominent.	
<b>Technology Strategy</b>	Review with Council the big picture technology strategy in the coming biennium	
<b>Affordable Housing</b>	Look at the potential ways to add money to the City's Affordable Housing Initiative	
<b>LEED Buildings</b>	Describe the different LEED levels of the 2,999 green built single family homes in Redmond.	<b>Closed Email Rob Odle</b>

		11/17/2016
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**2017-2018 BUDGETING BY PRIORITIES  
PUBLIC COMMENT MATRIX**

<b>PUBLIC COMMENT MATRIX</b>		
<b>Date/Meeting</b>	<b>Comment</b>	<b>Status</b>
<b>6/21/2016</b> <b>Public Hearing:</b> <b>Housing Consortium</b>	Thank you for supporting affordable housing. Consider increasing the dollars allocated to affordable housing and homelessness solutions.	<b>Complete</b>
<b>10/17/2016</b> <b>Email:</b> <b>Linda Nguyen</b>	<p>With the rise in population expected to hit the Overlake Development and new construction in Downtown Redmond we are seeing an increase in the number of vehicles and traffic in surrounding neighborhoods. With the influx of residents and businesses, traffic has become a great impediment to residents and workers, creating hostile and aggressive driving behaviors, and dangerous situations for pedestrians and bikers.</p> <p>If Redmond is to be the "Bike Friendly" city there should be a higher emphasizes on redeveloping currently underutilized spots such as West Lake Sammamish. This area is in dire need of general transportation improvements, we have middle school children walking on roads and crossing streets with high flow traffic on perilous roads resulting in poor pedestrian safety. Speed signage that do not deter speeding motorist as they pass by.</p> <p>Overall Redmond has to do more to create better connections for pedestrians and bicyclists. With the Vision Zero initiative being undertaken by neighboring cities in the region, Redmond should look into reallocating more of the next fiscal budget towards pedestrian safety and neighborhood calming.</p>	<b>Complete</b>  <b>H. Myers</b> <b>email</b> <b>10/18/2016</b>

<b>PUBLIC COMMENT MATRIX</b>		
<b>Date/Meeting</b>	<b>Comment</b>	<b>Status</b>
<b>10/18/2016</b>  <b>Public Hearing:</b>  Housing Development Consortium of Seattle/King County (HDC)	<ul style="list-style-type: none"> <li>• A Regional Coalition for Housing (ARCH) guidelines for contributions for funding are out of date.</li> <li>• Request that parity goal be tripled to \$1.4 million or, at the least, maintain level of funding at 2017 rates.</li> <li>• Thank you for your significant contribution to eastside housing.</li> </ul>	
<b>Public Hearing:</b>  India Association of Western Washington (IAWW)	<ul style="list-style-type: none"> <li>• Consider application for funding.</li> <li>• Serves the largest growing Indian population in Washington.</li> </ul>	
<b>Public Hearing:</b>  Bart Phillips OneRedmond	<ul style="list-style-type: none"> <li>• Work in the area of economic development with focus on economic diversification and small businesses.</li> <li>• Developed 5 year work program.</li> <li>• Focus on community vitality.</li> <li>• Thank you for support and hope for support for the new 5 year plan</li> </ul>	
<b>Public Hearing:</b>  Eastside Cultural Navigator Program (a part of Eastside Refugee Immigrant Coalition (ERIC))	<ul style="list-style-type: none"> <li>• Help people to figure out where to go when services are needed; breaking down cultural and language barriers.</li> <li>• Need funding for managerial programs and finding other sources of funding. Now only 15 hours a week are dedicated to administrative type activities.</li> <li>• Requested an increase up to approximately \$43,000 for 2017.</li> </ul>	

<b>PUBLIC COMMENT MATRIX</b>		
<b>Date/Meeting</b>	<b>Comment</b>	<b>Status</b>
<b>Public Hearing:</b>  Bob Yoder	<ul style="list-style-type: none"> <li>• Adequately fund for development of East Redmond Corridor               <ul style="list-style-type: none"> <li>○ Develop the Olsen Farmstead and restore landmark barn</li> <li>○ Raise crossing over Mackey Creek</li> <li>○ Salmon prow cantilever over the oxbow in Juel Park</li> <li>○ Signage to identify Farrell McWhirter connector trail to Juel Park</li> <li>○ Partner with King County to build wetland spur to Olsen Farmstead</li> <li>○ Begin to design connector trail between Farrell McWhirter and Olsen Farmstead</li> <li>○ Bear Creek habitat removal of blackberry bushes in anticipation of the Farmstead development.</li> <li>○ Thank you for restoration of Mackey Creek and Juel Park</li> </ul> </li> </ul>	
<b>Public Hearing:</b>  Congregations for the Homeless	<ul style="list-style-type: none"> <li>• Thank you for your support</li> <li>• Asked for an increase; working to have a permanent low barrier winter shelter</li> <li>• Continue to support partnerships</li> <li>• Would like to see an increase for ARCH for housing</li> </ul>	
<b>Public Hearing:</b>  Clare Moe  Supports Affordable Housing and Congregations for the Homeless	<ul style="list-style-type: none"> <li>• Need increased support for homelessness and housing programs.</li> <li>• ARCH contributions have not changed since 1998 and ask that parity goals be increased by three times.</li> </ul>	
<b>Public Hearing:</b>  Shawn Roland	<ul style="list-style-type: none"> <li>• Continue to support affordable housing and homelessness programs</li> </ul>	



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<a href="mailto:BPquestions@redmond.gov">BPquestions@redmond.gov</a> : Bob Yoder	In the future, would it be possible to mail a post card with pie charts and bar graphs (revenue and expenditures) and Hearing dates, like King County does for their budget? What we have now for our "glance" seems complicated and hard to find. I think this lowers Hearing turn-out and commenting. Thank you for your consideration.	Complete: M. Files responded by email on 10/27/2016
<a href="mailto:BPqestions@redmond.gov">BPqestions@redmond.gov</a> : Bob Yoder	Will the Council accept and consider written budget funding requests when submitted at the time (or before) of a budget Hearing. When is the next Budget Hearing? Thank you!	M. Files responded by email on 10/27/2016
<b>Council Meeting 11/1/2016</b>  <b>Items from the Audience:</b>  Bob Yoder	Consider replacing Hartman Pool with a Neighborhood Community Center. Benefits of the Center would include: <ul style="list-style-type: none"> <li>• Removing the drug element that exists behind the Hartman Pool</li> <li>• Would be a gathering place that is unique</li> <li>• Would decrease car trips into downtown</li> <li>• Ample parking would be available</li> <li>• Could serve as café for limited breakfast, an indoor play area, provide life skill classes and/or an organic market</li> <li>• Trail connections could provide nature signage</li> <li>• Would energize Hartman Park and provide greater diversity</li> </ul>	Additional comments are contained in the attached document.

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<p>Email: 11/08/2016</p> <p>Robert Riley</p>	<p>Please take the opportunity before you now, as you consider the 2017-18 budget, to demonstrate your commitment to addressing our region's housing crisis by increasing Redmond's general fund contribution to the ARCH Eastside Housing Trust Fund.</p> <p>I believe that it should be possible for working people to afford housing and still have enough money for the basics like groceries, gas, and child care. However, as rents and home prices rise, more and more people are being priced out of their eastside communities, including food service workers in our local restaurants, administrative and janitorial staff in our schools and hospitals, and young people who return from college in hopes of making a life in their hometowns, only to find that they can't afford to do so unless they move back into their parents' homes. With the increase in the cost of housing, we also see increases in homelessness. The 2016 One Night Count reported 245 people sleeping outside on the east side, while over 30,000 East King County residents pay more than 50% of their incomes on housing, putting them just one crisis away from losing their homes. In addition, the Lake Washington School District reported 296 homeless students in the 2014-15 school year, and the five school districts that serve most east side students reported a collective total of 828 homeless students.</p> <p>In light of the level of need in our community and the housing crisis our region is experiencing, I urge you to increase Redmond's general fund contribution to the ARCH East side Housing Trust Fund, and I support the recommendations made by the Housing Development Consortium and other east side organizations around this increase.</p>	

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<b>Email: 11/11/2016</b>  Clare Moe	<p>Dear City Leaders,</p> <p>Please take the opportunity to demonstrate your commitment to addressing our region's housing crisis by significantly increasing Redmond's general fund contribution to the ARCH Eastside Housing Trust Fund.</p> <p>Rents and home prices have doubled and more in the past 20 years and more people are being priced out of their Eastside communities. This includes food service workers, administrative and janitorial staff in our schools and hospitals, young people who return from college in hopes of making a life in their hometowns, and seniors hoping to retire in their communities that they have invested in over many years. A housing crisis has been declared.</p> <p>What would our communities look like without a variety of people living here? How will employers recruit if they are asking people to drive over an hour to work? A healthy community includes access to affordable housing. Everyone should have the opportunity to live in a safe, healthy, affordable home. Children deserve a chance to succeed in school and in life, which all begins with their family being able to afford a decent place to live</p> <p>In light of the housing crisis our region is experiencing, I urge you to increase Redmond's general fund contribution to the ARCH Eastside Housing Trust Fund, and I support the recommendations made by the Housing Development Consortium and other east side organizations around this increase.</p> <p>Please make Redmond a great place to WORK AND LIVE!</p>	A. Birney responded by email on 11/13/16

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<b>11/15/2016</b> <b>Public Hearing:</b> Hopelink	Thankful for Council's continued support and ask that you approve staff recommendations for human service funding.	
<b>Public Hearing:</b> Hero House	Ask that Council support the requested human service funding of \$15,000.	
<b>Public Hearing:</b> Kindering Center	Grateful for the City's partnership in serving children with disabilities and educating and coaching childcare providers.	
<b>Public Hearing:</b> NW Cricket League	Organization struggles with the lack of facilities and requests the City look into additional places to accommodate cricket teams.	
<b>Public Hearing:</b> Catholic Community Services	Thankful for Council's continued support in serving the older adult population by providing services that allows people to stay in their own homes as long as possible.	
<b>Public Hearing:</b> Sophia Way	Thankful that Council continues to be a part of the homelessness solution and asks for continued support to open a shelter on weekends to serve women and children.	
<b>Public Hearing:</b> Housing Justice Project	Asks Council to consider funding for the organization to support low income defense services.	

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<b>Public Hearing:</b> Redmond Arts and Culture Commission	Thankful of Council's continued support of arts and culture in Redmond and looks forward to new events and art installations. Asks that Council continue to look at a dedicated arts and culture center.	
<b>Public Hearing:</b> YWCA	Thankful for Council's partnership in supporting human services and asks for continued funding for housing solutions.	
<b>Public Hearing:</b> Jerry Lawrence	Expressed concerns regarding the Friends of Youth model as their does not seem to be appropriate oversight of the program. Is concerned about homeless youth outside of the library and does not use the Redmond library anymore.	

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<b>Email: 11/11/2016</b>  Linda Nguyen	<p>Please include consider the remarks below for the public hearing for the 2017-2018 Biennial Budget public hearing.</p> <p>With the rise in population expected to hit the Overlake Development and new construction in Downtown Redmond we are seeing an increase in the number of vehicles and traffic in surrounding neighborhoods. With the influx of residents and businesses, traffic has become a great impediment to residents and workers, creating hostile and aggressive driving behaviors, and dangerous situations for pedestrians and bikers.</p> <p>If Redmond is to be the "Bike Friendly" city there should be a higher emphasizes on redeveloping currently underutilized spots such as West Lake Sammamish. This area is in dire need of general transportation improvements, we have middle school children walking on roads and crossing streets with high flow traffic on perilous roads resulting in poor pedestrian safety. Speed signage that do not deter speeding motorist as they pass by.</p> <p>Overall Redmond has to do more to create better connections for pedestrians and bicyclists. With the Vision Zero initiative being undertaken by neighboring cities in the region, Redmond should look into reallocating more of the next fiscal budget towards pedestrian safety and neighborhood calming.</p> <p>Thank you for your time and consideration.</p>	